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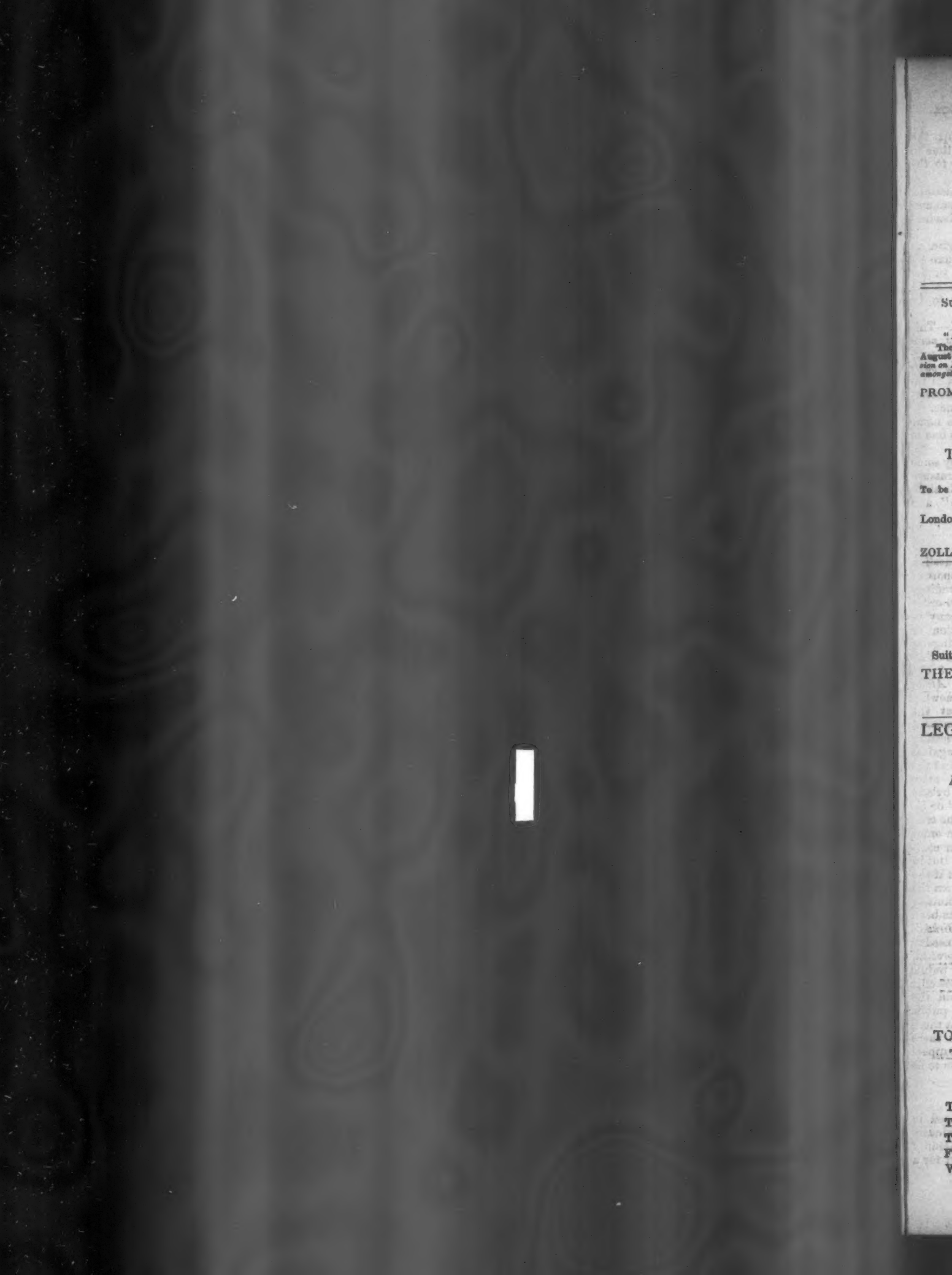

The Solicitors' Journal.

VOL. XXXIX.

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LONDON, NOVEMBER 3, 1894.

Contents.

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CURRENT TOPICS.

LORD JUSTICE KAY has not yet returned to the Court of Appeal, but it is understood that he is going on favourably.

COURT OF APPEAL No. 2 have completed the hearing of Chancery interlocutory appeals, and have been occupied this week, except when the Lord Chancellor was present, with similar appeals from the Queen's Bench Division.

WE UNDERSTAND that the draft of the new Chancery Funds Rules, which we recently published, will be considerably revised before being adopted; and that the points to which we referred as requiring redrafting will be suitably dealt with.

THE ILLNESS which detained Mr. Justice NORTH from his court on Wednesday last was of a temporary nature, and his lordship resumed his sittings on Thursday, having apparently recovered his ordinary robust health.

WE NEED hardly call the special attention of our readers to the important scheme for reform in land transfer which is propounded elsewhere by the eminent authority to whom we are indebted for the most valuable conveyancing reforms which have been effected in our time. It will be observed that Mr. WOLSTENHOLME asks for a statement by our readers of any difficulties which may occur to them on the scheme; and we venture to hope that it will receive full discussion in our correspondence columns.

LAST WEEK we asked, on behalf of the profession, for some authoritative declaration as to the precise meaning of the phrase "Practice and Procedure" in the Judicature Act, 1894, s. 1, sub-

section 4. We have reason to believe that, after consideration of the matter, it has been determined to leave the mystery to work itself out. Parties desirous of appealing from the judge in chambers must select the proper court to appeal to, and must be prepared in all cases to meet the preliminary objection that the appeal has been lodged in the wrong court. By this means it is hoped, no doubt, that the true meaning of the phrase will become gradually enunciated by the decisions given in individual cases. We will not repeat the arguments contained in our previous article on this subject, which were directed to shew the need which exists for some authoritative announcement as to what appeals from chambers will be taken by the Court of Appeal and what by the Divisional Court. It serves no purpose to thrash a dead horse. The problem is to be left to the legal profession to solve for themselves (possibly at their own expense), and the only point left for useful consideration is whether the risk of failure can be minimized by the adoption of some general rule. With this object in view, we venture to suggest the following as a safe rule for doubtful cases: *When in doubt, go to the Court of Appeal.* In a matter of this kind a grain of common sense is worth a peck of scientific hair-splitting, and the common sense of the whole matter is that every appeal from Queen's Bench Chambers should go to the Court of Appeal.

It is quite true that ord. 54, r. 23, says that "In the Queen's Bench Division, except in matters of practice and procedure, the appeal from the decision of a judge in chambers shall be to a divisional court," and where it is quite clear that no question of practice and procedure is mixed up with the subject of the appeal, it will have to go to that court. But where there is the slightest admixture of practice and procedure, or the slightest doubt as to whether the question involved is or is not one of practice or procedure, it will be safer in every case to go to the Court of Appeal. In the first place, if the Court of Appeal, in such a case, refuses to hear it, the Divisional Court cannot afterwards refuse to do so; whereas, if the Divisional Court refuses to hear a doubtful appeal because it is "practice and procedure," it is possible that the Court of Appeal may differ from the court below on the point, and send it back to be heard by a divisional court. In the second place, it will be always more difficult for the Court of Appeal to refuse to hear an appeal from chambers because it is *not* procedure, than for the Divisional Court to refuse it because it *is* procedure. The Court of Appeal will always have before its mind a consideration in favour of hearing the appeal which must operate powerfully against sending the case down to a divisional court. Whenever the preliminary objection is raised against an appeal that its subject is not "practice and procedure," the court will be conscious throughout the argument of the respondent that if it sends the case to be heard by a divisional court it will very probably have it back again on appeal from the Divisional Court; the easiest thing to do will be to hear it at once. As a natural consequence, every counsel who raises this preliminary objection will have to stand that running fire from the bench which has become quite a feature of the hearing of Queen's Bench appeals by the Court of Appeal on matters of procedure. For these reasons we venture to suggest for the consideration of our readers that the Judicature Act, 1894, s. 1, sub-section 4, should, for practical purposes, be read as if it were in the following words:—"In every matter which appears to involve any question of practice and procedure, appeal from a judge should be to the Court of Appeal."

It is not to be wondered at that practitioners are somewhat puzzled by the forms of originating summonses. It is not the forms themselves which are puzzling, but the names given to them. We have now four different statutory forms—viz., Appendix K, Nos. 1 A, B, G, H. The first is the general form; the second is called an originating summons "Not *inter partes*"; the third is an originating summons under ord. 54, r. 4F, to which no appearance is required; and the fourth is a form of *ex parte* originating summons. When a clerk goes to buy a form at the Inland Revenue Department at the Law Courts he generally gets served with the wrong form, and perhaps the easiest way to explain how this occurs, and at the same time to assist in preventing its recurrence, is to give a short key to the puzzle:—

1 A. *General Form.*—This is for use where there is a plaintiff and defendant—as, for example, where the summons is for administration of an estate, where the defendant is required to enter an appearance.

1 B. *Not Inter Partes.*—This is not to be confused with an *ex parte* originating summons. In one sense there *are* parties to it, for, though there is no plaintiff or defendant, there is always an applicant and a respondent. This form requires an appearance to be entered by the respondent.

1 G. *Under Order 54F, to which no appearance is required.*—This form must also be distinguished from the *ex parte* originating summons. Its use is confined to the purposes named in ord. 54, r. 4F. Unlike an *ex parte* summons, it is addressed to a respondent, and is intended in every case to be served on such respondent, but informs him that he need not enter appearance.

1 H. *Ex parte Originating Summons.*—This form, as its name denotes, is for use exclusively where there is no one to be served.

It would, we think, be better if No. 1 B were called by some other name. When so much business is done at high pressure clear catch-words are important, and there is too much similarity between the names "summons not *inter partes*" and "*ex parte* summons."

A decision has once more been taken upon the vexed question as to what statement must be contained in the further report of the official receiver under section 8 of the Companies (Winding-up) Act, 1890, in order to give jurisdiction to the court to order any of the promoters, directors, or officers of a company in liquidation to be publicly examined as to the promotion or formation of the company, or as to his conduct and dealings as director or officer. It will be remembered that the cases of *Re Great Kruger Gold Mining Co.* (40 W. R. 625; 1892, 3 Ch. 307) and *Re Trust and Investment Corporation of South Africa* (40 W. R. 689; 1892, 3 Ch. 332) spoke with a somewhat uncertain voice as to whether it was necessary that the further report should state in terms that fraud had been committed. It is clear from these decisions that it is not necessary for the official receiver to level an accusation of fraud against any individual named in his further report; but the words of the section seem to require that that document should state "whether, in his opinion, any fraud has been committed by any person in the promotion or formation of the company," or by any director or officer since the formation. If this be the true view, the further report, if it is to found jurisdiction for an order for public examination, must state that fraud has been committed, though the guilty person need not be specified. But in some cases the view has been taken that it is sufficient if the further report suggests fraud, or states circumstances from the existence of which fraud may be implied, without definitely stating that in the opinion of the official receiver it has been committed: see *Re Laxon & Co.* (1893, 1 Ch. 210), *Re Birkdale Steam Laundry, &c., Co.* (1893, 2 Q. B. 386). On Wednesday last the Court of Appeal held, in *Re General Phosphate Corporation*, that there is no power to put in force the process of public examination upon a report which does not shew on the face of it that some fraud has been committed, and they upheld the decision of Vaughan Williams, J., refusing to order a public examination in that case, the report in which stated that there was a case for inquiry, and that it was desirable that there should be a public examination. Leave was given to appeal to the House of Lords. It is time for this serious question to be finally settled.

Our correspondent "J. B. W.," whose letter appeared in our last issue (38 Solicitors' Journal, 820), is obviously right in his statement that, under section 116 of the County Courts Act, 1888, a plaintiff who sues in the High Court for a

sum between £20 and £50 is only entitled to Supreme Court costs if he actually *obtains* an order under order 14 within twenty-one days from service of the writ. "J. B. W." was concerned for a defendant against whom a summons under order 14 was pending; and, there being no defence, he offered to pay the debt and costs. The plaintiff demanded the sum of £7 for costs, less the amount of obtaining the order, such being the amount of costs usually allowed in the High Court on judgment under order 14 for sums over £50, and also sums under £50 where the order for judgment is obtained within twenty-one days. Our correspondent is under the impression that, in complying with this demand, he paid too much, because the plaintiff had not actually obtained his order, and therefore had not established any right to Supreme Court costs, the debt being less than £50. The point involved is one of some nicety, and, as it frequently arises, it may be useful to consider it apart from our correspondent's statement, which lacks some important particulars. If a summons under order 14 is issued promptly after appearance, it would come on for hearing about fourteen days after service of the writ. If there were no solid defence to the claim, the plaintiff would certainly obtain his order for judgment within twenty-one days. We will suppose that the defendant, knowing this, offers, on the day before the summons is returnable, to pay the debt and costs. He would generally make his offer on the last day, because, having no defence, he could only have appeared in order to gain time. If the plaintiff were to accept the debt, with an undertaking to pay costs to be agreed or taxed, as was the case with our previous correspondent, "W. H. W." (see 38 SOLICITORS' JOURNAL, 807), he could never obtain costs on the Supreme Court scale, because if the parties disagreed and went to taxation, costs could only be allowed on the county court scale, no order for judgment having been made. On the other hand, if the plaintiff refused to accept the amount of the debt unless the defendant paid at the same time costs on the Supreme Court scale, the defendant would be powerless to refuse. If he did refuse, the plaintiff would have no difficulty in obtaining his order for judgment on the hearing of the summons for debt and Supreme Court costs. The plea of the defendant that he had tendered the debt and county court costs, for example, would not avail him. He tendered less than the amount to which the plaintiff could establish his claim if he exercised his legal right instead of agreeing to the proposed terms of settlement, therefore the Master would be bound to give the plaintiff the full costs. There is another contingency which not infrequently happens, and which causes great inconvenience to the plaintiff's solicitor. Just before the hearing of a summons under order 14, a defendant, who is known to be in straits financially, offers to pay the debt at once, but refuses to pay any costs at all. The plaintiff's solicitor is afraid, in the interests of his client, to refuse to take the amount of the debt, and therefore accepts it, without prejudice to his right to costs. This is a case where virtue usually goes unrewarded, for it is not possible to go on under order 14 for the costs alone, and the plaintiff can only obtain his costs by issuing a summons before the judge for costs. On this summons the judge would, as a matter of course, make an order for costs to be taxed. According to the strict wording of section 116 of the County Courts Act, omitting the proviso at the end, such costs ought to be taxed on the Supreme Court scale, but, read with its proviso, the section is very puzzling, and we greatly doubt if any taxing master would, in such circumstances, allow more than county court costs for a sum under £50, no order for judgment having been made.

IT APPEARS to be clear law that in order to obtain rescission of a contract for the sale of land, and the setting aside of the conveyance made in pursuance of it, the purchaser must be able to establish actual fraud on the part of the vendor. "I agree," said Lord ELDON, C., in *Edwards* v. *M'Leay* (2 Swanst., p. 289), "that if one party makes a representation which he knows to be false, but the falsehood of which the other party had no means of knowing, this court will rescind the contract." And the judgment of the House of Lords in *Wilde* v. *Gibson* (1 H. L. C. 605) shews that there must be direct personal fraud in the vendor. In *Hart* v. *Swaine* (7 Ch. D. 42) FRY, J., following the doctrine of legal fraud which then prevailed, held that it was enough that the vendor, with a view to securing a benefit to himself, made an assertion which was in fact false. There a vendor sold land as freehold, received the purchase-money, and conveyed the land as freehold. After the conveyance the purchaser discovered that the land was really copyhold. The vendor alleged that he had made the representation believing it to be true. But even assuming this to be the case, FRY, J., held that he had, in the view of a court of law, committed a fraud, and he ordered the sale to be set aside. It is of course clear that no such distinction between legal and actual fraud can be set up at the present time, and in the recent case of *Pilgrim* v. *Dick*, ROMER, J., declined, under somewhat similar circumstances, to assist the purchaser. Land, which was in fact copyhold, was sold and conveyed as freehold, but the vendor was not aware that the tenure of the land was other than freehold; consequently, he was not guilty of fraud in the sense in which the word must now be taken both in law and in morals, and the action against him was dismissed.

IT HAS BEEN held by a Divisional Court (MATHEW and CHARLES, JJ.) that the non-payment of a cab fare does not render the defaulter liable to be sent to prison. The matter turns upon the effect of section 66 of the Towns Police Clauses Act, 1847; by which, if any person refuses to pay on demand the fare allowed by that or the special Act or any bye-law made thereunder, "such fare may, together with costs, be recovered before one justice *as a penalty*." In a case which arose under the Torquay bye-laws, a person who had hired a cab was summoned for refusing to pay the sum of 4s. as the fare. An order was made against him for payment of 13s. 6d., including costs, "or in default seven days' imprisonment." The defendant paid the 13s. 6d., but he objected to allowing the latter part of the order to stand against him, and brought the conviction before the court to be quashed. On the terms of the Act of 1847 it is possible to argue that, since the fare is to be recovered as a penalty, the same consequences follow as if it was really a penalty recoverable in respect of a conviction for a criminal offence. But there is another construction possible, that the recovery of the fare is only likened to the recovery of a penalty so far as concerns the summary jurisdiction of the magistrates, and that, while it is recoverable before a magistrate, it is still only recoverable as a civil debt. This latter view is clearly adopted in the Summary Jurisdiction Act, 1879, which, in sections 5 and 6, distinguishes between penalties imposed in cases of conviction, and sums of money recoverable on complaint to a court of summary jurisdiction. For non-payment of penalties a scale of periods of imprisonment is provided, but a sum of money claimed to be due before a court of summary jurisdiction is to "be deemed to be a civil debt." A cab fare is such a sum of money, and hence the magistrates cannot order imprisonment in default of payment. The order of the Torquay justices accordingly was quashed.

CAN THE WORDS "heirs-at-law" mean "heirs in gavelkind" where the subject of the gift is gavelkind lands? In *Re Richard Barrett (Deceased)* (reported elsewhere) CHITTY, J., held that they could bear that meaning. In this case there was a gift to a person for life, with remainder to his *heirs-at-law*. These words could clearly be construed as words of limitation, and would merely limit the estate, of whatever tenure it was. In cases, however, where the words "heirs," "right heirs," &c., can only be construed as words of purchase, it would seem that, apart from a special context, the common law heir would take. This appears to be the real result of the authorities relied on by FRY, J., in *Garland* v. *Beverley* (26 W. R. 718, 9 Ch. D. 213, 221), where a testator devised gavelkind lands for lives and in tail, with remainder to his right heirs; and FRY, J., held that the words meant his heirs at common law. So also Sir JOHN ROMILLY, in *Polley* v. *Polley* (31 Beav. 364, 10 W. R. Ch. Dig. 97), says: "As between the heir at common law and the gavelkind heir, *Thorpe* v. *Owen* (2 W. R. 208, 2 Sm. & Giff. 90) and Co. Litt. 10a establish this: That where the heir takes by descent it shall be taken according to the ordinary course of

descent of the property: as where the property is of gavelkind or borough English tenure and the heir takes by descent, the heir according to those tenures will take; but where the heir takes by purchase, and the person to take is designated as the heir or the right heir, then the heir at common law takes."

REFORM IN LAND TRANSFER.

We have been favoured with the following observations on this subject by Mr. Wolstenholme:—

At the recent meeting at Bristol of the Incorporated Law Society Mr. John Hunter suggested that the transfer of land might be made to approximate more nearly to the transfer of stocks and shares; and Mr. F. G. Fitch has lately made the same suggestion in a letter to the *Times*.

I read a paper on this subject before the Juridical Society in the year 1862, which was printed in vol. 2, p. 533, of the Transactions of the society. Though in your paper of the 27th of October you have given a correct summary of my paper of 1862, it will be convenient for me to state it again in a short form, more particularly as I now think that some alteration is required as to the power of absolute disposition.

The simplicity of the title to shares or stock may be said to depend on four specialities:—

(1) No interest less than the entire interest can be transferred.

(2) The bank or the company are exempt from acknowledging any owner except the registered owner of the entire interest.

(3) The bank, and now most companies, guarantee the validity of the transfer.

(4) Every pound of the stock or shares is precisely similar to every other pound; so that the guarantee can be made effectual by purchasing and giving to any person defrauded the identical thing he has lost.

The third and fourth of these specialities cannot be applied to land. The guarantee cannot be provided except by the public or by fees, which the vender or purchaser must pay, and might as well expend in investigating title; and there can be given to one party damages only, and not the identical thing he has lost. If a defrauded landowner is to have back his land, and the purchaser is to have the damages, the latter will probably think it better to save the insurance premium and incur some expense in the investigation of title. If the purchaser is to retain the land, and the defrauded landowner is to have the damages, the condition of the purchaser is still worse. The moment he has gained a title against all prior claims, the law which excludes them comes into operation against himself. He has acquired a defence against a danger which it is generally possible to discover, and which, if existing, ceases after a time under the statutes of limitation; but he becomes exposed to a new danger, always present, against which his only defence is the care and skill of a Government official.

It is clear, therefore, that, for proper safety, in the case of land there must be some investigation of title. The third and fourth specialities above mentioned cannot be applied to it; and the efforts for reform must be confined to applying the first and second specialities *so far as the subject-matter admits*.

In the case of stocks or shares, it is absolutely necessary for the bank or the company to keep a register of transfers in order to pay dividends. There is no such necessity in the case of land. Consequently, the only matter to be dealt with is the instrument of transfer, without reference to registration of deeds, which may or may not be added.

My proposal is this:—

1. After a certain date no disposition to be made of the *legal* fee simple, except to the extent of the whole fee, or a rent-charge in fee, or a term of years absolute.
2. Every other estate or interest purported to be created is to take effect in equity only, as a trust.
3. Every person having either a *legal* or *equitable* estate in fee simple, or a rent-charge in fee, or a term of years absolute, to have complete power to dispose thereof for all purposes by sale, mortgage, leasing, and otherwise; but so that a restriction may be imposed preventing disposal without the consent of persons named.
4. The power of disposition to be subject, in the case of an equitable fee, to any equitable fee having priority over the estate of the person making the disposition, but free from all subsequent estates, trusts, and rights, notwithstanding notice thereof. It is not necessary or advisable to specify that the disposition must be in favour of a *bond fide* purchaser. A fraudulent disposition could be set aside in a proper case.
5. A real representative to be constituted, in whom all interests in land, freehold and leasehold, shall vest, in like manner, and with all the same powers and rights, as in case of an executor as regards leaseholds.
6. A distringas register to be established, which is to be made the only search obligatory on a purchaser, whether as regards bankruptcy or otherwise.

The result would be to reduce the title to land to a series of simple conveyances of the legal fee simple, or a rent-charge in fee, or a term of years absolute apart from all equities. No case would arise requiring evidence of death, failure of issue, number of children, or as to who is eldest son, or any matter of pedigree, or as to any other matter except identity of parcels. All such evidence would affect the equities only, and would fall off from the title when the legal fee which they affected is alienated.

Examples:—

1. A mortgagor makes six successive mortgages, and then sells. At present all six mortgages remain on the title. Under the above scheme, the purchaser takes a conveyance from the first mortgagee and succeeds to his power of absolute disposition of the fee just as if he had sold under his power of sale; and the other five mortgages become immaterial.

2. A settlor conveys to the use of himself in fee simple, with a restriction on alienation without consent of persons named (who will be the trustees for the purposes of the Settled Land Acts). He then, by a separate deed, declares a trust for himself for life, with remainders over, and with charges of jointures, portions, &c. On his death, his real representative conveys the fee to the next tenant for life, with the like restriction. When the settlement is spent by bar of the entail and payment of charges, the fee is conveyed to the beneficial owner, and all dealings with charges fall off the title; any continuing jointures or unpaid charges may be secured by a restriction on alienation without consent, or by distringas, or by a term of years absolute. The appointment of new trustees can be arranged so as not to bring the deed of appointment on the title.

The above two examples are sufficient to shew that the abstract of title will contain only a succession of short conveyances in fee, or for a term, giving no trouble except as to identification of parcels, which cannot be avoided.

The scheme fits in with the Settled Land Acts, under which a tenant for life is practically owner of the fee, subject to a restriction on disposal. In other respects it is based entirely on existing principles and practice. No new principles of law will be introduced, and a large amount of technical law will become obsolete.

I think the scheme is capable of being applied at once to settlements; and would, therefore, soon come into operation as regards all land.

I need not go into further details. I think all difficulties can be provided for without undue inconvenience. If any of your readers would suggest difficulties, great assistance would be afforded to those who may be disposed to adopt the scheme, and prepare a Bill for Parliament, which would be short.

Some persons appear to object to the Statute of Uses. It is now very useful as a mere piece of machinery. Under the above scheme it will become nearly obsolete.

But the Statute of Quia Emptores should be repealed. Its original purpose is no longer of importance; and it prevents the grant of building leases in fee simple, reserving a rent service, which are universal in Scotland under the name of "feus." The present mode of conveying subject to a rent-charge is not satisfactory.

Edwd. P. Wolstenholme.

2, Stone-buildings.

CONCERNING RULE-MAKING: A RETROSPECT.

DURING the legal year which has just closed complaints have been heard of the dearth of legal business, with its inevitable accompaniment of the shrinkage of professional earnings. Whether or not these complaints were justified we need not stop to inquire. At any rate, in one direction the period which we are considering has been marked by more than ordinary activity. Whether our courts have had a greater or less bulk of work to deal with, certain it is that the body which prescribes for us our rules of procedure has, during the past twelve months, displayed a quite alarming amount of energy; so that a period which, according to general belief, has been conspicuous by a decline of business in our courts, has been marked by a very considerable addition to the bulk of the rules which regulate the procedure in those courts. On the commencement of a new year it may not be uninteresting or uninstructive if we shortly recapitulate the work of the Rule Committee during the past year.

Scarcely had the legal year opened when the Rules of November, 1893, appeared. They carried into effect several of the recommendations of the Council of Judges, and dealt with such important questions as the improvement of procedure under order 14, trial without pleadings and discovery, and in particular afforded to practitioners groaning under the fetters upon foreign service imposed and fast-rivetted by the decision in *Re Busfield* (34 W. R. 372, 32 Ch. D. 123) a relief from the stringency of provisions which had long been felt to constitute a grievous hardship. It is not too much to say that the main benefit conferred upon suitors by the Rules of November, 1893, was to be found in the provisions which allowed service out of the jurisdiction of originating process other than writs of summons, and the profession gladly recognized and welcomed this response to an appeal for relief which had persistently been put forward for many years.

The provisions of the Trustee Act, 1893, necessitated new rules of procedure, and on the 5th of December, 1893, the necessary machinery was provided by a set of rules entitled "Rules of the Supreme Court, 1893." The effect of these rules was fully considered by us at the time (38 SOLICITORS' JOURNAL, 107, 108), and they do not call for any further observation here.

So far the work of the Rule Committee had on the whole been beneficial to suitors, and their labours had provoked but little adverse criticism. But this tranquillity was but as the calm before a storm. On the 10th of January, 1894, the Rule Committee, hastily summoned together, passed an "urgent" rule annulling the provisions of R. S. C., November, 1893, relating to foreign service. The cause for this sudden change of front was to be found in the objections expressed in Parliament to the regulations as to service out of the jurisdiction being applied to Scotland and Ireland. From the fact that the Rule Committee so speedily retracted rules which, after grave and prolonged deliberation, they had solemnly passed, we must conclude that they were impressed with the weight of the objections raised, but practitioners have sought in vain for any valid reason why the demands of English suitors (demands admittedly just) should have had to give way to the jealous susceptibilities of Scotch and Irish politicians. The question has been repeatedly asked, why, if it was right in November, 1893, that the English suitor should have power to obtain an order for service of process in any part of the inhabited globe, he should, in January, 1894, be deprived of the right to effect such service in Madrid or Hong Kong simply because it was considered inexpedient that the operation of the rules should extend to Edinburgh or Dublin? No answer has been given to this very pertinent question, and we are still suffering under this grievous injustice, that the whole machinery for service of originating summonses has been made more complicated and more costly, with a view to service abroad, whilst the power to serve abroad has been withdrawn.

Scarcely had a bewildered profession recovered from the shock given to it by this abrupt withdrawal of the rules relating to foreign service, when it was startled by learning, from the judgment of the full Court of Appeal, that its ideas upon a subject with which it might be supposed to be familiar were altogether wrong. We have on several former occasions referred at very considerable length to the amazing decision in *Re Holloway* (42 W. R. 433), in which an originating summons was defined as one by which proceedings were commenced without writ which might otherwise have been commenced by writ. We exposed so fully the anomalies arising from this decision and the grave inconveniences resulting from it that it is unnecessary to refer to the matter at any length here, particularly as the only interest which it possesses as matters now stand is rather of an antiquarian and historical than of a practical nature. Obviously, however, the only way out of the difficulties created by the decision was to be found in the interposition of the Rule Committee. Accordingly the attention of that august body was directed to the point, with the result that, after deliberations extending over several months, the profession learned with relief that a new definition was to be substituted for the old one, which would have the effect of bringing matters back to the region of common sense and relegating *Re Holloway* "to a well-deserved oblivion."

As the most important of the Rules of November, 1893, were those dealing with the question of service out of the jurisdiction, so we venture to think the most important portion of the Rules of August, 1894, in the opinion of most competent critics, is that which is connected with originating summonses, the direct result of the decision in *Re Holloway*. It is worth while dwelling at somewhat greater length on the history of the August Rules. In the early part of July, in accordance with the provisions of the Rules Publication Act, 1893, the draft was published of a considerable body of rules by which it was proposed to deal with (*inter alia*) charging orders, actions on penal bonds, originating summonses, appeals from chambers, appeals in interpleader proceedings, Chancery records. As finally issued on the 18th of August, the proposed new rules as to all the above matters, except originating summonses, appeals from chambers, and Chancery records, have disappeared. The extensive nature of the curtailment thus effected may be gathered from the fact that the draft rules were twenty-nine in number, whilst, as finally issued, they reach only the modest total of thirteen. It must be assumed that, between the dates of the publication of the rules in draft and of their final issue, it was discovered that a considerable portion of the original proposals was unnecessary or *ultrâ vires*.

The net result of the work of the rule-making authority for the year may be said to be that they have added some fifty rules to our code of procedure; that they have granted and then ruthlessly withdrawn a boon urgently demanded by the requirements of justice and common sense; and that they have invented and formulated a new scheme for dealing with originating summonses solely necessitated by a decision founded on misapprehension.

We are tempted to ask how much further this making and unmaking of rules of court is to be carried? The code has already reached to quite alarming proportions, containing, as it does, some 1,100 rules. Constant changes in this direction create unrest and uncertainty, and the interpretation of new rules by means of judicial decision is fertile in expense to suitors. They afford, indeed, ample material for the editors of books of practice, but at how great a cost to litigants who shall say?

It is generally understood that a scheme for revision and consolidation of the Rules of the Supreme Court has for some time past been on foot. It is greatly to be hoped that any such revision will have something of the character of finality about it, and that we shall enjoy a period of rest from the constant changes which bewilder and confuse practitioners. But to ensure this something more than has yet been done is required. The provisions of the Rules Publication Act have done something to ensure publicity in respect to proposed changes in procedure. It is to be hoped that the composition of the Rule Committee may be strengthened by the additional members to be brought in under the Judicature (Procedure) Act, 1894. But it involves no disrespect to the learned judges on the committee to say that their work must of necessity bring them face to face with minute points of practice with which they cannot be familiar. Those who are entrusted with the task of working the practice of our courts are those who must best know whether this or that proposed change is feasible or desirable, and we are satisfied that the work of rule-making will not be thoroughly

and efficiently performed until some scheme has been devised for obtaining advice and assistance from the officials who are responsible for working the complicated machinery of our vast system of legal procedure. It ought not to be difficult to secure the services of a body of thoroughly practical men for this purpose, and we believe that the formation of such a consultative body is a reform urgently needed.

PURCHASERS AND TRUSTEES AS AFFECTED BY THE FINANCE ACT, 1894.

No man can foresee the consequences of a change in the law. A Bill may be most carefully prepared; it may be submitted to the criticism of a committee of experts, and may be passed by Parliament without alteration; and yet, when it becomes an Act, it may be found to produce unforeseen effects. The Finance Act was subjected to very severe criticism from both friends and foes; but still there are some points which appear to have been overlooked. Judging by the favour with which our criticisms on the Bill were received by Government, we feel convinced that the defects which we point out will be speedily remedied.

The object of the Act is to obtain payment of certain duties. It is not intended to throw any burden on, or to cause inconvenience to, the public, except so far as may be necessary for ensuring that the duties shall be paid. It certainly was not intended to render ordinary dealings with property dangerous; but the provisions inserted for the purpose of securing the duty appear to throw an undue burden on purchasers and trustees.

Where the executor is not accountable for duty on property passing on death, every beneficiary, every trustee, and every purchaser (except a purchaser for value without notice) is accountable for the duty (section 8), a rateable share of which is a first charge on the property, except as regards a purchaser for value without notice (section 9). When the Commissioners of Inland Revenue are satisfied that the duty is or will be paid in respect of an estate, or any part thereof, they are, if required, to give a certificate which shall discharge from further claim for duty the property comprised in the certificate; but the certificate is not to discharge any person (except a purchaser for value without notice) or property from the duty in case of fraud or failure to disclose material facts (section 11). The commissioners have power, under sections 12 and 13, in certain cases to commute the duty on an interest in expectancy, and to accept a composition for all death duties, and to give in either case a certificate of discharge. These sections, however, contain no provisions exonerating a purchaser for value in case the certificate is obtained by fraud or failure to disclose material facts. It ought, perhaps, to be noticed that, though section 13 provides for the case of the certificate being obtained by fraud or failure to disclose material facts, section 12 contains no such provision. It cannot, however, be doubted that a certificate obtained by fraud is void, "for the common law doth so abhor fraud and covin, that all acts, as well judicial as others, and which of themselves are just and lawful, yet being mixed with fraud and deceit, are in judgment of law wrongful and unlawful" (*Fermor's Case*, 3 Rep. 78a).

It may perhaps be argued that the provisions of section 11, protecting a purchaser when a certificate is given, will protect him where a certificate is given under section 12 or section 13. This appears to be by no means clear. If all the provisions as to certificates under section 11 were to apply to certificates under section 13, it would have been unnecessary to repeat in the latter section the provisions avoiding a certificate where it is obtained by fraud. We submit that this is a point which ought not to be left doubtful, and that an Act should be passed rendering it clear that a certificate under either section protects a purchaser for value without notice.

It will be observed that a certificate under either section affords no protection to trustees. It appears to us that this is a serious omission in the Act, and that it will lead to great inconvenience in practice. Let us take an example:—On the death of A. his executors have to make a return of his personal property; his devisee, of his real property; and B. and C., the trustees of his marriage settlement, of the trust property. The rate at which duty is payable depends upon the aggregate value of his real and personal property and the trust property; so that if any items of property of either class are omitted, it may happen, when they are discovered, that the rate of duty on the whole estate—that is, on each class of property—is raised. B. and C. obtain a certificate of discharge under section 11, and proceed to distribute the trust property among the beneficiaries. Afterwards, it turns out that the certificate does not operate as a discharge, owing to fraud or failure to disclose material facts on the part of the executors or devisees. What is the result? The trustees, who have acted *bonâ fide*, who have only performed their strict duty in distributing the property, remain accountable to the Crown—in other words, they will have to pay the duty out of their own pockets, and must endeavour to get it back from the beneficiaries. Similar remarks apply to certificates under sections 12 and 13. Surely trustees who distribute or apply property in accordance with their trust ought to be protected in cases where they have obtained a certificate without any fraud or failure on their part, leaving the Crown to its remedy against the beneficiaries.

If this change in the law is made, it ought to extend so as to protect the estates of deceased trustees. Suppose in the case that we have given, B., one of the trustees, dies after the testator, so that he is accountable for duty, and C., the surviving trustee, obtains a certificate, B.'s estate ought to be protected, for it will be observed that B.'s representatives have no power to interfere with the trust after his death, and very possibly have no such knowledge of the state of the trust funds as will enable them to make any return to the office.

REVIEWS.

PROCEDURE.

THE ANNUAL PRACTICE, 1895. BEING A COLLECTION OF THE STATUTES, ORDERS, AND RULES RELATING TO THE GENERAL PRACTICE, PROCEDURE, AND JURISDICTION OF THE SUPREME COURT. WITH NOTES, FORMS, &c. By THOMAS SNOW, M.A., Barrister-at-Law, CHARLES BURNEY, B.A., Chief Clerk, and FRANCIS A. STRINGER, of the Central Office, Royal Courts of Justice. In Two Volumes. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The editors of the Annual Practice have not seen their way as yet to reducing the bulk of the work, and introducing the improvements which experience has shown to be desirable. The work of revising and consolidating the Rules of the Supreme Court is now, they say, in progress, and they hope that a new departure will be made in the next edition. Meanwhile, the principal change which they have to chronicle is the incorporation of a considerable quantity of new matter, notably the rules of November, 1893, and August, 1894. It is clear that the recasting of the work, whenever it is undertaken, must be a formidable matter, and it is intelligible that the editors should wish to put it off until the rules themselves have attained to something like finality.

But we must confess to a feeling of disappointment that they have not made certain improvements which do not at all depend on the revision of the rules. The first thing that strikes one on opening the book is the enormous length of the Table of Cases. This covers nearly 200 pages, and contains on a rough computation some 7,500 cases, many of them being referred to several times. When authorities have multiplied in this way, it is obvious that some means of reducing them is urgently called for. One way of doing this is obvious. The editors quite unnecessarily mix up matters of substantive law with matters of procedure. If we turn to the notes to sub-section (2) of section 25 of the Judicature Act, 1873, which enacts that the Statute of Limitations shall not run in cases of express trust, we find references to the various authorities on the meaning of the term "express trusts." This is quite unnecessary in a book which is only concerned with procedure. The same remark may be made with regard to the notes on waste and merger under sub-sections (3) and (4) of the same section. The notes to sub-section (6), which deals with absolute assignments of debts and *choses in action*, are open to objection, not only in respect of the inclusion of unnecessary matter, but in respect of the arrangement of the matter which the reader expects to find there. An annotator does not discharge his whole duty by collecting cases and arranging them under headings which, in their turn, are set down quite regardless either of logical or alphabetical order. It would have been an excellent thing had the editors commenced the task of revision with the notes to the Judicature Acts, cutting out all the matter which does not bear upon procedure, and digesting and arranging that which does. To take another example, section 25 (11), which enacts that in cases of conflict between law and equity the rules of equity are to prevail, gives an excellent chance for the annotator to explain, in the light of the numerous decisions, exactly what effect this provision has had in practice. But while the decisions are collected—quite regardless, as usual, of any plan of arrangement—the annotator affords no guidance of his own.

The notes to the rules do not seem to be open to the same objections. Take, for instance, the notes to ord. 51, r. 3, relating to sales by the court. They are distributed under clearly marked headings, and these follow each other in the natural order of the events consequent on an order for sale.

We are, of course, conscious of the difficulty of dealing with a book which grows from year to year by the continual incorporation of fresh decisions, but it seems to be clear that, whatever changes may take place in the rules themselves, the time has come when the notes may be reduced in bulk by the excision of unnecessary matter, and may be improved in form by rearranging the authorities and stating the principles which they establish. Some errors which are to be

found in the book are corrected by Mr. Snow in a letter which we print elsewhere; but, in general, the present edition shews the same care and accuracy as have characterized the work in the past.

THE LAW OF EVIDENCE.

THE PRINCIPLES OF THE LAW OF EVIDENCE. WITH ELEMENTARY RULES FOR CONDUCTING THE EXAMINATION AND CROSS-EXAMINATION OF WITNESSES. By W. M. BEST, M.A., LL.B. EIGHTH EDITION, with a Collection of Leading Propositions by J. M. LELY, Barrister-at-Law. With Notes to American and Canadian Cases by CHARLES F. CHAMBERLAYNE, of the Boston Bar. Sweet & Maxwell (Limited.)

The law of evidence may be said to form the foundation of every legal system. Rules of substantive law are only useful in practice so far as they can be applied to a given state of facts, and the ascertainment of the facts is a matter which is regulated by the law of evidence. It is the merit of the late Mr. Best's well-known work on the subject that it carefully enunciates the principles upon which judicial evidence is based, and shews how these principles are worked out in the English system of procedure. Objection has frequently been taken to the recognition of special rules of evidence for the purpose of litigation, but, as Mr. Best pointed out, the objectors overlook the fact that the design of courts of law is not to investigate abstract truth at any cost. It is their business to arrive at a decision in favour of one side or the other without too great an expenditure either of time or money. "The plaintiff and defendant stand before the tribunal, and both individual and social interests require from it a decision, and that, too, a speedy decision, one way or the other" (p. 25). Although, then, the historian may pay attention to any evidence that from time to time comes to light, bearing either remotely or directly on the point in question, may assign it greater or less weight according to its credibility, and may change his opinion to suit the changes in his sources of information, the judge has no such latitude. He is bound to confine the evidence to such as is strictly relevant to the issues to be tried; he must exclude evidence, such as hearsay, which is in its nature too unreliable to form a basis for decision; he must facilitate the inquiry by admitting presumptions in favour of one party or the other, whether *præsumptiones juris* merely, which are capable of being rebutted by positive evidence, or *præsumptiones juris et de jure*, which are conclusive; and he must not allow a decision that has once been given between the same parties in the issues before him to be called in question. These are the principles which Mr. Best unfolded with great ability in the earlier chapters of his work, chapters which should be carefully studied by every one who wishes to gain a command of the subject. A valuable feature of the present edition is the collection of leading propositions which Mr. Lely has given at the end of the book. These are expressed with brevity and clearness, reference being given to the part of the book at which each principle is discussed. It is not easy to express any opinion as to the value of the American notes which have been contributed by Mr. Chamberlayne. They refer to numerous American cases, and are, of course, intended for American lawyers. In the concise form in which they are necessarily given the English reader will hardly find that they add to the interest or the usefulness of the book. And they seem to be occupied sometimes with unnecessary details. Surely it is not worth while to cite authority for the proposition to be found at p. 19, that "rate of speed is matter of fact." Possibly a judge might lay it down as a law of nature that the speed of a "growler" never exceeds four miles an hour, but the rate of a hansom or of a bicycle can hardly be other than matter of fact. As to the value of the text of the book, however, there can be no doubt. Best on Evidence is a book to be consulted on all points of doubt in the subject of which it treats; still more is it a book to be read and digested.

CHITTY'S STATUTES.

THE STATUTES OF PRACTICAL UTILITY, ARRANGED IN ALPHABETICAL AND CHRONOLOGICAL ORDER, WITH NOTES AND INDEXES, BEING THE FIFTH EDITION OF CHITTY'S STATUTES. By J. M. LELY, Barrister-at-Law. Vols. I. and II., "Acts of Parliament" to "County Courts." Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The fourteen years which have elapsed since the publication of the last edition have both rendered obsolete much of the matter therein contained and have added much new legislation. It needs only a reference to the bulky annual supplements to the last edition to see how great is the mass of this new matter. The mania which at present prevails for "Consolidation Acts" is, of course, one chief cause of these changes. There have been in the interval ten consolidating Acts and two codifying Acts, while such Acts as the Summary Jurisdiction Act, 1884, the Interpretation Act, 1889, and the Public Authorities Act, 1893, have, as Mr. Lely says, "unified each its own branch of statute law." The need for a new edition of the present work is obvious.

To those who are not acquainted with "Chitty," we may explain that the object of the book is to collect all the statutes of practical utility relating to any particular subject under a general heading. To each such heading there is prefixed an index of the statutes with the pages, and to each long Act of importance there is prefixed an index to the sections; and short notes as to the origin and construction of sections, and containing cross-references, are given, these notes being printed in the same type as the text, and thereby rendered very easy of perusal. These notes on many Acts are excellent; those, for instance, on the Arbitration Act, 1889, are especially helpful to the reader.

The point on which we have always been disposed to find fault with the last edition was the selection of general headings, which were, in some cases, far too wide and indefinite. Take, for instance, "Corporations," which was mainly devoted to municipal corporations, but included 19 Hen. 7, c. 7, "for making of statutes by Bodies Incorporate," and did not include the Mortmain Acts proper, then restraining the alienation of land to a corporation. In the present edition the Municipal Corporation Acts have been placed under the heading "Borough," and the heading "Corporation" has been altogether omitted, and the portion of the Mortmain and Charitable Uses Act, 1888 (Part I.), relating to mortmain proper appears under the heading "Charities." This is probably convenient, if not very logical.

The consolidating Copyhold Act, 1894, is printed under the heading "Copyholds," and the careful notes as to the origin of the different sections, and the decisions on the previous legislative provisions, will be found of much value. It is to be regretted that the consolidating Diseases of Animals Act, 1894, is not printed under the heading "Animals (Diseases)." All the Acts given under this heading are repealed by section 78 of the Act of 1894.

Judging from the present volumes, we conclude it has been decided not to include the rules which have been made under the various statutes. This decision is no doubt wise: the bulk of the rules is enormous, and many of them are constantly being added to or varied. So far as we can judge from the present volumes, we think that "Chitty" is likely to be not less indispensable in the future than in the past.

THE LOCAL GOVERNMENT ACT, 1894.

HADDEN'S HANDBOOK ON THE LOCAL GOVERNMENT ACT, 1894: BEING A COMPLETE AND PRACTICAL GUIDE TO THE ABOVE ACTS AND ITS INCORPORATED ENACTMENTS; TO WHICH ARE APPENDED THE FULL TEXT OF THE ACT, THE INCORPORATED SECTIONS OF THE LOCAL GOVERNMENT ACT, 1888, THE BALLOT ACT, 1872, THE PUBLIC HEALTH ACT, 1875, THE MUNICIPAL CORPORATION ACT, 1882, THE MUNICIPAL ELECTIONS (CORRUPT AND ILLEGAL PRACTICES) ACT, 1884, THE ALLOTMENTS ACTS, 1887 AND 1890, AND OF OTHER STATUTES, TOGETHER WITH THE CIRCULARS AND ORDERS ISSUED BY THE LOCAL GOVERNMENT BOARD, AND OTHER OFFICIAL INFORMATION. SECOND EDITION. Hadden, Best, & Co.

The second edition of this work does not contain any extensive alterations, but we observe some few changes and additions. We have availed ourselves of the book for reference on several occasions, and have found it a useful handbook in non-technical language of the provisions of the Act. We would suggest that a somewhat larger type for the Act and the addition of the author's name would be improvements.

THE ELECTION OF PARISH COUNCILS UNDER THE LOCAL GOVERNMENT ACT, 1894. By FRANK ROWLEY PARKER, Solicitor and Parliamentary Agent. Knight & Co.

This is an extremely useful book on the first practical results of the Local Government Act, 1894. Mr. Parker places before his readers very concisely and methodically the portion of that Act relating to the election of parish councils. He arranges his subject under four parts—1, the parish meeting; 2, the parish council; 3, contested elections; and 4, offences at elections—and on each subject divides his observations into chapter and sub-headings. The information given is very complete. There is an amusing collection of facsimiles of irregularly marked ballot papers at pp. 218-237, and a good index.

PRACTICE.

A MANUAL OF THE PRACTICE OF THE SUPREME COURT OF JUDICATURE IN THE QUEEN'S BENCH AND CHANCERY DIVISIONS. INTENDED FOR THE USE OF STUDENTS AND THE PROFESSION. By JOHN INDERMAUR, Solicitor. SIXTH EDITION. Stevens & Haynes.

In the preface to this edition the author suggests that, though the work was originally designed for students, it may also be found of

service to practitioners, and with a view to the requirements of the latter class he has given additional details and references, and has also taken special pains to make the index full and comprehensive. We have no doubt that the labour he has bestowed on the book will be appreciated. It is already well known as a student's book, and the qualities which have insured its success hitherto may be relied upon to secure it a still wider sphere of usefulness. A clear and concise statement of the practice in the Queen's Bench and Chancery Divisions and in the Court of Appeal, such as Mr. Indermaur gives, is a valuable adjunct to the fuller information to be derived from the Annual Practice. A well-arranged table of some of the principal times of proceedings is given in Appendix I., and Appendix II. contains the more usual forms.

SOLICITORS' DIARY.

THE SOLICITORS' DIARY, ALMANAC, AND LEGAL DIRECTORY, 1895 (58 & 59 VICT.). A DIGEST OF THE PUBLIC GENERAL ACTS OF THE SESSION OF 1894 (57 & 58 VICT.). A DIGEST OF THE PUBLIC GENERAL ACTS OF THE SESSION OF 1894 (57 & 58 VICT.), WITH ALPHABETICAL INDEX, &C., TOGETHER WITH NAMES AND ADDRESSES OF BARRISTERS IN PRACTICE; ALSO LISTS OF LONDON AND COUNTRY SOLICITORS, WITH APPOINTMENTS HELD BY THEM. THE TREATISE UPON THE STAMP ACTS AND THE LAW AND PRACTICE OF STAMPING DOCUMENTS IS REVISED by H. S. BOND, Esq. THE TREATISES ON OATHS, SOLICITORS' CHARGES, AND DUTIES PAYABLE ON SUCCESSION REVISED by J. GODFREY HICKSON, Esq., Solicitor. Fifty-first year of publication. Waterlow & Sons (Limited).

This work is the earliest to appear of the crop of diaries which each year brings forth. We observe that, as regards the Court of Appeal, Sir John Rigby's appointment is duly noticed, though the appointment of the new Solicitor-General was too late for notice. In other respects the diary appears to be well kept up to date.

BOOKS RECEIVED.

Local Government Act, 1894. A Practical Ready Reference Guide to the Election of Parish and Rural District Councillors. Alphabetically arranged, embodying the Parish Councillors' Election Order, 1894, and the Rural District Councillors' Election Order, 1894, and forming a Supplement to the Ready Reference Guide to Parish Councils and Parish Meetings. By J. HARRIS STONE, M.A., and J. G. PEARCE, B.A., Barrister-at-Law. George Philip & Son.

Life Assurance Offices and their Investments; particularly in reference to Investments within British Possessions outside the United Kingdom. With a Plea for Enterprize and Co-operation. By H. R. HARDING. C. & E. Layton.

CORRESPONDENCE.

THE ANNUAL PRACTICE, 1895.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Will you kindly allow me to call the attention of the profession to the following errors in the above edition?

In ord. 31, r. 12, p. 634, the following proviso has been omitted from the end of the rule:—"Provided that discovery shall not be ordered when and so far as the court or a judge shall be of opinion that it is not necessary, either for disposing fairly of the cause or matter, or for saving costs."—R. S. C., November, 1893, r. 13.

In order 64, time-table, p. 1094 (n), "Appeals," in second column, line 29, "three months" should be substituted for "one year"; and in line 33 "fourteen" should be substituted for "twenty-one."—R. S. C., November, 1893, r. 27.

THOMAS SNOW.

3, King's Bench-walk, Temple.

On Wednesday, says the *St. James's Gazette*, in Appeal Court No. 2, the appeal of Mrs. Cathcart from an order of Mr. Justice Kekewich in the matter of Fenton, a solicitor, dated the 28th of June last, came up for hearing before Lords Justices Lindley and Smith. Mrs. Cathcart in her opening statement expressed her sympathy for Lord Justice Lindley in the difficult position in which he must find himself as being brother-in-law of Mr. Teale, of Scarborough, who was a friend of her own trustee. She suggested that, under the circumstances, his lordship should adjourn the case so as to have it tried before another judge, as no doubt he would have a difficulty in deciding against Mr. Teale's friend. His lordship, who was highly amused at the suggestion, explained that Mrs. Cathcart was misinformed, as he was not a brother-in-law of Mr. Teale, and had never heard of the trustee referred to. Mrs. Cathcart stated that she had found the statement in his lordship's pedigree, for she always made a point of looking up people's pedigrees. She should certainly write to the editor of the *Pedigree* about the matter.

CASES OF THE WEEK.

Court of Appeal.

REG. *v.* CHEW AND OTHERS—No. 1, 25th October.

INCOME TAX—ASSESSMENT—APPEAL—SCHEDULE RETURNED BY APPELLANT—DISCRETION OF COMMISSIONERS TO CALL FOR VERIFICATION ON OATH—INCOME TAX ACT, 1842 (5 & 6 VICT. c. 35), ss. 122, 123, 124, 125.

This was an appeal from an order of a divisional court refusing to grant a *mandamus* to Income Tax Commissioners either to state a case for the opinion of the court or to hear and determine the matter of an appeal against an assessment to income tax. The appellant George Fletcher, having been assessed to the income tax at £300 on the profits of his trade as a canal carrier, gave notice, under section 131 of the Income Tax Act, 1842 (5 & 6 Vict. c. 35), of his intention to appeal to the special commissioners. The commissioners thereupon directed their precept to him, under section 120, to return to them a schedule containing particulars respecting his trade and the amount of his profits during the last three years. The appellant returned a schedule shewing an average profit of £13 6s. 8d. a year. The statement of outgoings contained certain items in respect of travelling expenses, a horse and trap, repairs to boats, depreciation of boats, and interest paid to banker. At the hearing of the appeal the appellant stated, in answer to the commissioners, that the figures were not his own, and he gave the name of a person who had prepared the schedule for him. The commissioners called upon the appellant to produce his pass-book and certain vouchers. He declined to do this, but offered to verify the schedule upon oath, contending that the commissioners were bound by the statute to allow him to do so. The commissioners, not thinking it necessary, under the circumstances, to put him upon his oath, dismissed the appeal and confirmed the assessment, and refused to state a case, upon the ground that no question of law was involved in their decision. Section 122 enacts that if the commissioners upon the hearing of any appeal shall be satisfied with the assessment, or if, after delivery of a schedule, they shall be satisfied therewith, and shall have received no information of the insufficiency thereof, they shall direct such assessment to be confirmed or altered according to such schedule, as the case may require; provided that where they think proper they may require the person to be charged to verify the contents of his schedule upon oath. Section 123 enacts that whenever the commissioners shall be dissatisfied with any assessment or schedule, it shall be lawful for them to put any question in writing touching such assessment or schedule, and to demand an answer in writing from the person to be charged, who shall make true and particular answers in writing to such questions, or shall appear and be examined *viva voce*, in which case his answers shall be taken down in writing. By section 124 the commissioners may call upon him to verify his answers upon oath. By section 125 they may call and examine upon oath any other person whom they may think able to give evidence respecting the assessment. The appellant having obtained a rule *nisi* for a *mandamus* as above, the Divisional Court were divided in opinion, Mathew, J., being of opinion that the rule should be discharged, Kennedy, J., being of opinion that it should be made absolute. Kennedy, J., withdrew his judgment in order that this appeal might be brought. It was contended on behalf of the appellant that the commissioners had based their decision on the refusal of the appellant to produce his pass-book and vouchers. They were not entitled under the Act of Parliament to demand any such production. Sections 123, 124, and 125 provided that where the commissioners were dissatisfied with a schedule presented by an appellant they might test its accuracy by calling upon the appellant to verify it upon oath or by examining other witnesses. This procedure ought to have been followed, and the appellant, on his part, wished to be sworn. The commissioners, by refusing to allow this and by treating his failure to produce his pass-book and vouchers as conclusive, had practically declined to hear the appellant's case. On the part of the respondents it was argued that the appellant was not entitled as of right to call upon the commissioners to administer an oath to him, and then to have his answer treated as conclusive of the whole matter. It was clearly the duty of the commissioners to test the accuracy of his statement. Section 123, however, and the following sections did not apply to the present case. They only applied where the commissioners were not satisfied with the assessment or the schedule. Here the commissioners were satisfied with the assessment, and section 122 applied. That section provided that if they thought proper they might require the person charged to verify his schedule upon oath. But they were not bound to exercise that power. And after the appellant had stated that he had not himself prepared the schedule, they were justified in refusing to allow him to be sworn. It could not be said that they had based their decision as a matter of law on the refusal of the appellant to produce his pass-book. They examined the schedule for themselves, and were justified in coming to the conclusion that it could not be relied on.

THE COURT (Lord ESHER, M.R., and LOPES and RIGBY, L.JJ.) dismissed the appeal.

Lord ESHER, M.R., said that there appeared to be two views of what had taken place before the commissioners. The one view was that the appellant claimed as a matter of right to be sworn, and contended that the commissioners would be bound to accept his sworn statement as true. If that was the right view, the appellant had raised a point of law, and then the question arose whether this court ought to grant a *mandamus* for a case to be stated. The other view was that the appellant contended that the commissioners were not entitled, from his mere failure to produce his pass-book, to draw the inference that the schedule was untrue. If that was the right view, he had not raised a point of law; for the question what inference ought to be drawn from particular facts was itself a ques-

tion of fact. In that case there was nothing in respect of which a *mandamus* could be granted; for it was idle to suggest that the commissioners had declined to entertain the appellant's case. He was inclined to think that the appellant had intended to raise a point of law—viz., that his verification of his schedule on oath would be conclusive—that the commissioners accepted that as his contention and overruled it, and that they then took the assessment and schedule into consideration, and ultimately adopted the assessment. But he was clearly of opinion that the point of law so raised was a bad point, and the court, seeing it to be without substance, could not order a case to be stated for the purpose of having it argued again.

LOPES, L.J., agreed that, if any point of law had been raised, it was a bad point. But he did not himself think that the appellant had raised any point of law. The statute contemplated the commissioners having before them an assessment and a schedule returned by the party charged. In this case, after an examination of the schedule, they came to the conclusion that it contained statements on which they could not rely, and the appellant admitted to them that the figures were not his own. Their decision that they were dissatisfied with the schedule and satisfied with the assessment seemed to him to be a pure decision of fact, and therefore the application for a *mandamus* must fail.

RIGBY, L.J., said that, in his opinion, the case depended on section 122. Under that section the commissioners had before them the assessment and also the schedule, and it was their duty to consider whether they were satisfied with the assessment. There was nothing in the section which bound them to call any further evidence. It was clear that the schedule might be prepared in such a way as to satisfy men of business, from merely reading it, either that it was *bond fide* or that it was not *bond fide*. If the commissioners were satisfied that it was *bond fide*, it was for them to say whether it should be verified upon oath by the person to be charged with the duty. There was nothing in the Act which entitled him to call upon them to put him on his oath. If they thought that the schedule was not satisfactory, they were justified in deciding not to call for any verification on oath. He thought that, in the present case, there was sufficient ground for suspecting the accuracy of the schedule.—COUNSEL, *Lochuis; Sir R. T. Reid*, A.G., and *Danckwerts*. SOLICITORS, *Douglas-Norman & Co.; Solicitor of Inland Revenue*.

[Reported by F. G. EUCKER, Barrister-at-Law.]

BOYD *v.* BISCHOFSHEIM—No. 2, 25th October.

PRACTICE—LEAVE TO APPEAL—SUPREME COURT OF JUDICATURE ACT, 1873, s. 52—SUPREME COURT OF JUDICATURE ACT (PROCEDURE), 1894, s. 1.

On the 16th of October the Lord Chief Justice, sitting as judge of the Court of Appeal, upon motion by the defendants in this action, ordered the plaintiff to give security for the costs of a pending interlocutory appeal by him from an order of North, J. The defendant now applied by original motion to vary the order of the Lord Chief Justice. A motion by the plaintiff, also to vary the said order, was heard at the same time. The question was raised whether the Supreme Court of Judicature (Procedure) Act, 1894, s. 1 (1) *b*, which provides that, with certain exceptions, no appeal shall lie "without the leave of the judge or of the Court of Appeal" from any interlocutory order or interlocutory judgment made or given by a judge, was applicable to the present motion, and repealed section 52 of the Supreme Court of Judicature Act, 1873, which provides that "in any cause or matter pending before the Court of Appeal, any direction incidental thereto not involving the decision of the appeal may be given by a single judge of the Court of Appeal; and a single judge of the Court of Appeal may at any time during vacation make any *interim* order to prevent prejudice to the claims of any parties pending an appeal as he may think fit; but every such order made by a single judge may be discharged or varied by the Court of Appeal or a divisional court thereof."

LINDLEY, L.J., said he was of opinion that the Supreme Court of Judicature Act, 1894, did not apply to the present motion, and that the power to make applications under section 52 of the Supreme Court of Judicature Act, 1873, was not repealed by the later Act.

A. L. SMITH, L.J., said he was of the same opinion. The special legislation of section 52 was not intended to be touched by the Act of 1894.—COUNSEL, *Cozens-Hardy*, Q.C., and *Gregson; Alexander Young; Pollard; Turrell*. SOLICITORS, *Hores & Pattisson; John Holmes & Son; Freshfields & Williams; W. C. Goulding*.

[Reported by C. P. DUNCAN, Barrister-at-Law.]

High Court—Chancery Division.

GILBERT *v.* THE STAR NEWSPAPER CO.—Chitty, J., 25th October.

CONFIDENTIAL RELATION—MANAGER AND ACTOR—BREACH OF CONFIDENCE—NEW PLAY—PUBLICATION—NEWSPAPER ARTICLE—INJUNCTION.

This was an *ex parte* motion on behalf of the plaintiff, W. S. Gilbert, for an injunction to restrain the defendants, the proprietors of the *Star* newspaper, from further publishing a number of the newspaper issued on the evening of the 23rd of October last with an article or any similar article giving the plot of a comic opera styled "His Excellency," of the libretto of which the plaintiff was the author and proprietor. It appeared that "His Excellency" had been in course of rehearsal for about six weeks, and had been advertised to be publicly performed on the 27th of October, 1894. The article complained of was headed "'His Excellency.' The Gilbert-Carr Opera due on Saturday. An outline of the plot of the play which every theatre-goer and music lover will be discussing next week." The article commenced as follows:—"In view of the widespread interest awakened by the promised production of Mr. W. S. Gilbert's new comic opera with Dr. Osmond Carr's music, which will take place on Saturday evening at the Lyric Theatre, the *Star* pocket hypnotist has been at work amongst the critics. Fortunately he came across one more susceptible than his fellows to the wheedling influence, by virtue of which he is now able to set out in anticipation a fair summary of impressions which would not in the ordinary way be experienced until the last evening of the week." There followed a full column, which gave the plot of the play with a summary of points and incidents which, as the plaintiff stated, he intended should be a surprise to the audience on the occasion of its public performance. The plaintiff stated that he had neither directly nor indirectly authorized any of the actors or *employés* or any person whomsoever to convey to the *Star* or any other newspaper any information relative to the opera, and that the publication of the article was calculated to do the plaintiff considerable injury; that the information apparently obtained by the writer of the article could only have been obtained by a gross breach of confidence on the part of some actor or *employé* in violation of his implied obligation against disclosure; and that it was essential that the incidents and plot of a new play should not be disclosed before the first performance, as these might be telegraphed to the United States with the view of producing there some similar work in anticipation of the production of such plays by the author's assignees.

CHITTY, J., said that the ground upon which the application for an injunction was made was that there had been a disclosure and publication of the work of an author before it had been published by him or by his authority, and the principle of *Prince Albert* v. *Strange* (1 Mac. & G. 25) was relied on. It was also part of the ground of the application that the information upon which the article in question was founded had been obtained by means of a breach of confidence on the part of some person or persons who, according to the evidence, were bound to silence and not at liberty to disclose what had taken place at the rehearsals. His lordship was only dealing with an *ex parte* case, but the commencement of the article shewed that the information would have been obtained in the way suggested by the plaintiff, and improperly obtained. Mr. Gilbert swore that he had given no authority to any person to give the information, and in order to avoid any objection on the ground that the contract on the part of an *employé* at the theatre was not with Mr. Gilbert, but with the manager of the theatre, the latter must be joined as plaintiff, and an affidavit be made by him shewing that he had not given authority. No doubt the injury which the plaintiff complained of would to a large extent already have been done, but that was no ground why the court should decline to stop, although only for a few hours, that which on the evidence before it appeared to be unjustifiable. Subject to the manager being joined as plaintiff and making the requisite affidavit, the injunction would go, but it would be confined to the article complained of.—COUNSEL, *Byrne*, Q.C., and *Lewis Coward*. SOLICITORS, *Bolton & Mote*.

[Reported by J. F. WALEY, Barrister-at-Law.]

***Re* RICHARD BARRETT (Deceased)**—Chitty, J., 30th October.

WILL—CONSTRUCTION—DEVISE TO A PERSON FOR LIFE WITH REMAINDER TO HER HEIRS-AT-LAW—GAVELKIND LANDS—HEIRS IN GAVELKIND—SHELLEY'S CASE.

Devise of land in trust in moieties for testator's two granddaughters during their respective lives, and after their decease respectively as they should by their respective wills appoint, and in default of such appointment to the *heirs-at-law* of testator's two granddaughters respectively as if they had respectively died intestate. The legal estate was vested in the trustees. The testator's property was in Kent and of gavelkind tenure. The granddaughters contended that the words "heirs-at-law" meant "heirs in gavelkind," and were words of limitation, so that their equitable life estates coalesced with their equitable remainders in fee according to the rule in *Shelley's case* (1 Co. 93b), which applies to gavelkind lands: *Doe d. Bennett* v. *Harvey* (4 B. & C. 610). The trustees, being called upon to transfer the legal estate, refused to do so without the sanction of the court, submitting that "heirs-at-law" meant "common law heirs" and were words of purchase.

CHITTY, J., said the question really turned on the meaning of the expression "heirs-at-law." It was said it meant "heirs at common law," but his lordship thought the testator meant heirs according to the special custom of gavelkind, which was part of the law of the kingdom—*i.e.*, persons who would take the estate in due course on an intestacy according to the particular law of descent applicable thereto. In this case "heirs-at-law" did not mean the persons who would not take according to such law of descent, but the persons who would take—*i.e.*, the heirs in gavelkind. *Shelley's case* therefore applied, and the granddaughters were entitled to a conveyance of the fee.—COUNSEL, *Percy Wheeler; Cruickshank*. SOLICITORS, *G. Thatcher; Richard White*, for *Byrch & Cox*, Evesham.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

***Re* HARTMANN'S SETTLEMENT**—Chitty, J., 30th October.

SETTLEMENT—CONTINGENT REMAINDER—POWER OF MAINTENANCE INAPPLICABLE THERETO—EXECUTORY LIMITATION.

In a marriage settlement of the wife's separate property, dated the 28th of November, 1838, the successive life estates of the wife and husband were followed by a legal remainder to "all and every the child and children of the wife, equally to be divided between them, if more than one share and share alike." Then followed a declaration that "any such child or children should not take a vested interest in any of the said trust estates *until he, she, or they should have attained respectively the age of twenty-five years*, but that the presumptive share or interest of any such child or

children dying under that age should go to and belong to the survivors or survivor of them." The settlement also contained a power for the trustees after the determination of the life interests to apply the rents, dividends, and produce of the said trust estates, or the principal thereof, for the maintenance, education, and advancement of any of the said children *until he or she should have attained the age of twenty-five*, so that the moneys so applied should in no case exceed the share of any such child or children to which he, she, or they might be presumptively entitled on attaining that age; and a direction that the *unapplied income should be invested* for the benefit of the child or children from whose presumptive share the same should have arisen, *and be paid over* to him, her, or them, *as soon as a vested interest should be acquired* therein as aforesaid." The husband survived the wife, and died in 1892, and the question now arose to whom the property belonged. The wife's devisees contended that the above limitation was an executory limitation, and wholly void for remoteness. If construed as a contingent remainder the children who had attained twenty-five at the death of the husband would take the whole estate as tenants in common, though only for their respective lives, there being no words of inheritance. Such a construction rendered the maintenance clause nugatory, as the clause was clearly inapplicable if the only persons conceivably interested must have attained twenty-five at the death of the husband. It was therefore necessary to read the limitation as being to such children as "before or after" the death of the surviving tenant for life attained twenty-five. This, on the principle of *Re Leehmere and Lloyd* (18 Ch. D. 524, 30 W. R. Dig. 225) and *Dean* v. *Dean* (39 W. R. 568; 1891, 3 Ch. 150) could only be construed as an executory devise, and was therefore void for remoteness.

CHITTY, J., said that if a gift could be construed as a remainder, it must be so construed, and not as an executory limitation. In this case there was a clear limitation of a legal contingent remainder, and no authority had been produced in which a power of maintenance alone had been allowed to turn a plain contingent remainder into an executory limitation. There was no estate given to the trustees for the purpose of maintenance, nothing but a bare power, and, in spite of the argument that had been addressed to him, his lordship was unable to read the gift as suggested. The argument was not founded on the intention of the parties, but was put forward with the view of destroying the limitation altogether. His lordship held that the gift was a legal contingent remainder, and that the children who had attained twenty-five at the death of the husband, the surviving tenant for life, took the whole estate as tenants in common for their respective lives. Subject thereto, the property passed under the resulting trust to the devisees of the wife.—COUNSEL, *Christopher James; George Hart.* SOLICITORS, *Michael Abrahams; Druces & Attlee.*

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

ABDY *v.* **BROWN**—Chitty, J., 31st October.

MORTGAGOR AND MORTGAGEE—FORECLOSURE—ORDER ABSOLUTE—OPENING FORECLOSURE—APPLICATION THREE YEARS AFTER ORDER.

This was an application by the defendant Brown to reopen a foreclosure after an order for foreclosure absolute made in August, 1891. The mortgage was of a share in reversionary property, and the foreclosure went for £5,600. In June, 1892, the life tenant of the property died at the age of sixty-seven, and in July, 1893, the mortgagees received a sum which, after all expenses and deductions, left them £7,400. It did not appear that the security exceeded the value of the debt at the time of the foreclosure, and it appeared that Brown had received £500 from the mortgagees in response to appeals to them by Brown to make him a donation, and acknowledged it to be a gratuity. It was now objected for the applicant that the mortgagees had made too much, and the observations of Jessel, M.R., in *Campbell* v. *Holyland* (26 W. R. 109, 160, 7 Ch. D. 166) were relied on.

CHITTY, J., said that the court had jurisdiction, and that its exercise was a matter of judicial discretion. But his lordship knew of no case where a foreclosure had been opened after so long. The value of the remainder proved, no doubt, far greater than the amount of the debt and interest; but the court must regard the nature of the risk run. If mortgagees in such cases ought to give back profits, they ought somehow or another to get back losses. But this case was distinguished from others by the appeals for and grant of the gratuity of £500, and his lordship would be encouraging breaches of good faith if he acceded to Brown's application after his having received and given a receipt for this money owning it was a gratuity. On this ground and the other grounds referred to his lordship declined to exercise his judicial discretion here, and dismissed the application, with costs.—COUNSEL, *R. F. Norton; Byrne*, Q.C., and *Begg*. SOLICITORS, *Edmonds & Edmonds; W. J. Bruty.*

[Reported by J. F. WALEY, Barrister-at-Law.]

Ex parte **THE VICAR OF CASTLE BYTHAM**—Stirling, J., 25th October.

SETTLED LAND—MONEY IN COURT UNDER LANDS CLAUSES ACT—APPLICATION OF—TERMINABLE RENT-CHARGE—REDEMPTION OF—LAND LIMITED TO VICAR AND HIS SUCCESSORS—GLEBE LAND—SETTLED LAND ACT, 1882, s. 2 (1), 32; SETTLED LAND ACT, 1887, s. 1.

This was an application by the vicar of Castle Bytham, in Lincolnshire, that a portion of the purchase-money paid into court by the Midland Railway Co. in respect of the purchase of a part of the glebe might be applied in redemption of certain rent-charges. The portion of the glebe bought by the railway company had been allotted to the vicar of Castle Bytham "and his successors" by an award made in pursuance of an Enclosure Act passed in the reign of George III. In 1878, 1879, and 1884 the vicar, the present applicant, with the consent of the then patrons of the living and the Enclosure Commissioners, carried out certain improvements upon the glebe, and, to defray the cost of these improvements, created certain rent-charges upon the glebe land, repayable by half-yearly payments during a period of twenty-five years. Owing to agricultural depression the letting value of the glebe had recently become much depreciated, and it appeared that the net income of the benefice from all sources was £190, out of which the vicar had to pay £75 per annum towards repayment of the rent-charges, leaving an available income of only £115 per annum. Under these circumstances he applied to the court that a sum of £709, part of the purchase-money of £1,786, might be applied in redeeming the rent-charges. Counsel on his behalf contended that his lordship had jurisdiction on the following grounds:—(1) That the Enclosure Act and award constituted a settlement within the meaning of section 2 (1) of the Settled Land Act, 1882; (2) that section 69 of the Lands Clauses Act and section 32 of the Settled Land Act, 1882, being read together, a large sense must be given to the word "settlement," and that the case came within the latter section; (3) that the case came within the direct words of section 1 of the Settled Land Act, 1887; and (4) that the Court of Chancery had a general jurisdiction to accede to the application. Counsel for the Bishop of Lincoln and the Dean and Chapter of Lincoln, who are now alternate patrons of the living, opposed the application. Section 2 (1) of the Settled Land Act, 1882, is as follows:—"Any deed, will, agreement for a settlement, or other agreement, covenant to surrender, copy of court roll, Act of Parliament, or other instrument, or any number of instruments, whether made or passed before or after, or partly before and partly after, the commencement of this Act, under or by virtue of which instrument or instruments any land, or any estate or interest in land, stands for the time being limited to or in trust for any persons by way of succession, creates or is for the purposes of this Act a settlement, and is in this Act referred to as a settlement, as the case requires." Section 32 provides that where under an Act incorporating or applying the Lands Clauses Consolidation Acts money is paid into court, "and is liable to be made subject to a settlement, then, in addition to any mode of dealing therewith authorized by the Act under which the money is in court, that money may be invested or applied as capital money arising under this Act." Section 69 of the Lands Clauses Act, 1845, deals with the case of purchase-money of lands purchased from persons having "a partial or qualified interest in such lands," and enacts that such purchase-money may be applied (among other purposes) "in the discharge of any debt or incumbrance affecting the land in respect of which such money shall have been paid, or affecting other lands settled therewith to the same or the like uses, trusts, or purposes."

STIRLING, J., said that what the vicar asked could only be done, if at all, under the Settled Land Act, 1882. There were two questions to be considered: (1) Whether the court had jurisdiction? and (2) Whether, if the court had jurisdiction, it would exercise its discretion in favour of the application? On the first question it was said that the Enclosure Act and award constituted a settlement within the meaning of section 2 (1) of the Settled Land Act, 1882. That raised a wide question, because, if well founded, it went to shew that vicars could deal with glebe lands by sale or lease independently of the court. This land was ecclesiastical land, and a statute of Elizabeth prevented vicars from alienating such lands. The restriction had been to some extent removed by subsequent statutes, but even now alienation could only be effected with the consent of the Ecclesiastical Commissioners. It was difficult to imagine that it was intended by the Settled Land Act to dispense with the necessity for the consent of the Ecclesiastical Commissioners. But, in his lordship's opinion, the estate was not "limited by way of succession." The word "successors" in the award was a word of limitation, and shewed that the vicar, to whom the grant was made, took in his corporate capacity as a corporation sole. The gift was similar to one to A. B. and his heirs, the only difference being that a restriction had been placed by various statutes upon the right of vicars to alienate. Then it was said that the case came within section 32 of the Settled Land Act, 1882. A number of cases had been decided upon the interpretation of the section. In *Re Byron* (31 W. R. 517, 23 Ch. D. 171) Fry, J., took the view that, as the word "settled" in section 69 of the Lands Clauses Act was used in a wide, popular sense, the same sense should be given to it in section 32 of the Settled Land Act. That decision had been followed by Kay, L.J. (then Kay, J.), in *Ex parte Jesus College, Cambridge* (W. N., 1884, p. 37, 32 W. R. Dig. 115), and by Chitty, J., in *Re Bethlehem and Bridewell Hospitals* (34 W. R. 148, 30 Ch. D. 541). Having regard to that weight of authority, his lordship could not say that he did not agree with the interpretation. He therefore assumed that under section 32 of the Settled Land Act, 1882, and section 1 of the Settled Land Act, 1887, he had jurisdiction to allow the application. The question then arose whether he ought to exercise his discretion in favour of the applicant. His lordship thought not. The application was opposed by the patrons of the living, who contended that the consent of the former patrons was obtained on condition that a limited period should be fixed for redemption, and also that the value of the advowson would be diminished by the proposed application of a part of the purchase. Though he regretted that the value of the living should have fallen so low, he must refuse the application.—COUNSEL, *Yate-Lee; Wace.* SOLICITORS, *Routh, Stacey, & Castle*, for *Stapleton & Hildyard*, Stamford; *Patersons, Snow, Bloxam, & Kinder*, for *Swan & Bourne*, Lincoln.

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

High Court—Queen's Bench Division.

VESTRY OF ST. MARY'S, ISLINGTON (Appellants) *v.* **COBBETT AND ANOTHER** (Respondents)—29th October.

METROPOLIS — CONTRIBUTION — FLAGGING FOOTWAY — "OWNER" UNDER METROPOLIS MANAGEMENT ACT, 1855 (18 & 19 VICT. c. 120), s. 250—

OPEN SPACES—METROPOLIS OPEN SPACES ACT, 1881 (40 & 41 VICT. c. 35), s. 1—METROPOLIS MANAGEMENT AMENDMENT ACT, 1890 (53 & 54 VICT. c. 54), s. 1.

Case stated by the justices of Finsbury. The Vestry of St. Mary's, Islington, had, under the powers of the Metropolis Open Spaces Act, acquired the residue of a lease, held by Lord Meath as trustee for the Public Gardens Association, of the garden forming the centre of Barnsbury-square. The lease was for a term of twenty-six years, commencing the 25th of December, 1882, and contained covenants on the part of the lessee, including a covenant to pay all assessments and a covenant for re-entry by the lessor on the breach of any of the above covenants. The appellants, who were also the authority under the Metropolis Management Amendment Act, 1890, passed a resolution whereby it was determined to flag the footpaths in Barnsbury-square. The respondents were owners of houses in the square, and a claim was made against them by the appellants for £42 0s. 3d., the proportion of the estimated expense of flagging the footways alleged to be due from them. The respondents resisted, on the ground that the appellants themselves ought to have contributed to the expenses, as being owners of the garden. A summons was issued against the respondents, which was dismissed, the magistrates holding that their contention was right. Counsel for the vestry contended that they were not "owners" within the meaning of the Metropolis Management Act of 1855, s. 250, which defines "owner" to mean "the person for the time being receiving the rack-rent of the lands or premises in connection with which the said word is used . . . or who would receive the same if such lands or premises were let at a rack-rent." He maintained that this land was by statute dedicated to the public and made incapable of being let at a rack-rent, and that the land was therefore *extra commercium*: *Angell* v. *Vestry of Paddington* (L. R. 3 Q. B. 714). He distinguished *The Vestry of Camberwell* v. *The London Cemetery Co.* (1894, 1 Q. B. 699) and *Bowditch* v. *Wakefield Local Board* (L. R. 6 Q. B. 567). He further argued that it was no answer to say in the present case that the dedication was only a temporary one; for it was none the less irrevocable: *Great Eastern Railway Co.* v. *Hackney Board of Works* (8 App. Cas. 693), *Wright* v. *Ingle* (16 Q. B. D. 379). It was contended on behalf of the respondents that, according to the appellants' contention, the landlord would be deprived of the benefit of the covenants. Land is not exempt by reason of its being *extra commercium* unless it is made so in perpetuity. And, at any rate, in this case the land was dedicated, not by operation of law, but by the acts of the parties: *Williams* v. *Wandsworth Local Board* (13 Q. B. D. 211), *London School Board* v. *St. Mary's, Islington* (1 Q. B. D. 65), *Great Eastern Railway Co.* v. *Hackney Board of Works* (*supra*).

THE COURT (MATHEW and CHARLES, JJ.) held that the vestry were owners within the meaning of the Act. That Act contemplated a limited ownership, and the property in this case was property over which the vestry had a limited ownership, being a right to the use of it for a term of years subject to the covenants of the lease. The vestry gained no better title than that which Lord Meath had, for the Open Spaces Act did not restrict the lessor in the exercise of his powers under the covenants. It could not, then, be said that the land was *extra commercium* when the possessors of it were held down by a limited term and bound to the observance of covenants for a breach of which they might at any time be evicted. In *Bowditch* v. *Wakefield Local Board* the trustees of a school were held to be owners in spite of its being dedicated to a particular purpose. The case of *Angell* v. *Paddington Vestry* was different, for there could not be said to be any ownership in a church. In order that land should become *extra commercium* the dedication must be a permanent one.—COUNSEL, *R. C. Glen*; *R. G. Glenn*. SOLICITORS, *William Lewis*; *Jordan & Davies*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

REG. v. TAYLOR—29th October.

CRIMINAL LAW — INDICTMENT — FALSE PRETENCE — RECEIVING GOODS KNOWING THEM TO HAVE BEEN OBTAINED BY FALSE PRETENCES—SETTING OUT FALSE PRETENCE IN THE INDICTMENT.

Writ of error directed to the Recorder of Portsmouth. The case raised the question whether, in an indictment for receiving goods knowing them to have been obtained by false pretences, it was necessary to set out the false pretence relied on in the indictment. The prisoner was charged on four counts, two of which charged him with obtaining the goods on false pretences, and the other two with receiving. A general verdict of guilty was returned. Counsel for the prisoner contended that in order that the charge should be stated with sufficient certainty, the false pretence ought to be set out in the indictment; that it was just that the prisoner should know what was the false pretence, in order that he might ascertain whether it was such a one as was within the meaning of the statute; and he further objected that there was no averment in the counts for receiving which connected them with the false pretences alleged in the counts for obtaining. He relied upon *R.* v. *Hill* (a case mentioned in Russell on Crimes, 5th ed., vol. 2, p. 482) and upon *R.* v. *Goldsmith* (L. R. 2 C. C. R. 74). On the other hand, it was argued by counsel for the prosecution that these authorities were nothing more than *dicta*, that beyond them no authority could be found for the prisoner's contention, and that it was opposed to the long-established practice of criminal pleading. He also cited *R.* v. *Gill* (2 B. & Ald. 204), which was a case of conspiracy to obtain goods by false pretences, where it was held that, the gist of the offence being the conspiracy and not the pretence, it was not requisite to set out the false pretence.

THE COURT (MATHEW and CHARLES, JJ.) gave judgment for the Crown. It was clear that for many years the form of the indictment had been similar to the one in the present case. It was not bad for uncertainty, for the word "unlawful" covered the false pretence, and indicated such a false pretence as was within the statute. The *dicta* cited were not binding on the court. One of them, in *R.* v. *Hill*, was merely an expression of opinion by the judges at the Gloucestershire Assizes, who were consulted on the point by Commissioner Greaves. The other was in *R.* v. *Goldsmith*, and that was a very guarded expression of opinion by Bramwell, B., in a case which was decided on the ground that the indictment was cured by verdict. The elementary principle was that all facts indispensable to prove the gist of the offence should be set out. The gist of the offence in this case was the receipt of the goods with the knowledge that they had been unlawfully obtained, just as in the case of a conspiracy to obtain goods by false pretences the gist of the offence was the conspiracy. It was conceivable that in the case of conspiracy the prisoners might have met together and resolved to obtain money unlawfully without having determined on the means of doing so. The means were a mere matter of evidence. In the present case the indictment contained, on its face, all the ingredients necessary to constitute the offence, and was, therefore, a good indictment.—COUNSEL, *Charles Matthews*; *Stephenson*; *Temple Cooke*; *G. T. Warry*. SOLICITORS, *Ford & Ford*; *A. W. Mills*, for *G. H. King*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

SAUNDERS v. THE HOLBORN BOARD OF WORKS—26th October.

METROPOLIS—SANITARY AUTHORITY—STREETS AND FOOTWAYS—DUTY TO CLEAN—PENALTY—ACTION FOR DAMAGES BY PERSON INJURED THROUGH NON-FEASANCE—PUBLIC HEALTH (LONDON) ACT, 1891 (54 & 55 VICT. c. 76), s. 29.

The plaintiff was walking along a footway in Princetown-street, Red Lion-square (admitted to be within the district of the defendants), on the 8th of January, 1894, when she fell on some frozen snow which had been lying on the footway for some days. She brought an action against the defendants in the Clerkenwell County Court, where the judge nonsuited her. By the Public Health Act, 1891, s. 29 (1): "It shall be the duty of every sanitary authority to keep the streets of their district, which are repairable by the inhabitants at large, including the footways, properly swept and cleansed so far as is reasonably practicable, and to collect and remove from the said streets . . . all street refuse. (2) If any such street in the district of any sanitary authority, including the footway, is not properly swept and cleansed, or the street refuse is not collected and removed from any such street, so far as is reasonably practicable, as required by this section, the sanitary authority shall be liable to a fine not exceeding twenty pounds. (3) So much of any Act as requires the occupier or owner of any premises in London to cause the footways and watercourses adjoining the premises to be swept and cleansed is hereby repealed." For the plaintiff it was now argued that the general principle was that a breach of statutory duty made the person chargeable with the duty liable to an action at the suit of the person sustaining special damage. *Couch* v. *Steel* (3 E. & B. 402), *Wilson* v. *Merry* (L. R. 1 H. L. (Sc.) 326), *Reg.* v. *Hall* (1891, 1 Q. B. 747), *Hartnell* v. *The Ryde Commissioners* (11 W. R. 963), and *Bathurst* v. *McPherson* (4 App. Cas. 256) were cited. For the respondents it was contended that the only remedy for the breach of duty to clean was the imposition of the penalty as provided by section 29 (2) of the Act. Counsel relied upon *The Municipality of Pictou* v. *Geldert* (1893, A. C. 524) and *Cowley* v. *The Newmarket Local Board* (1892, A. C. 345).

MATHEW, J., in dismissing the appeal, said that he entirely agreed with the conclusion at which the county court judge had arrived. It had been contended for the appellant, on the authority of *Couch* v. *Steel* and *Hartnell* v. *The Ryde Commissioners*, that the action for damages was maintainable. But *Cowley* v. *The Newmarket Local Board* and *The Municipality of Pictou* v. *Geldert* had condemned the decisions in both those cases in terms. The result of those decisions was, that unless the intention of the Legislature was clearly expressed, that there should be a liability to an action for default in the performance of a statutory duty, no action should lie. The sole liability of the defendants was the penalty of twenty pounds.

CHARLES, J., concurred. Appeal dismissed.—COUNSEL, *W. G. Hawtin*; *H. Courthope Munroe*. SOLICITORS, *E. W. Eswell*; *Matthew H. Hale*.

[Reported by T. MATHEW, Barrister-at-Law.]

LAVER v. THE GUARDIANS OF CHESTERFIELD UNION—26th October.

POOR LAW—PAUPER—RELIEF—REIMBURSEMENT OF GUARDIANS AFTER DEATH OF PAUPER—POOR LAW ACT, 1849 (12 & 13 VICT. c. 103), ss. 16, 17.

Appeal from county court. A female pauper received outdoor relief from the guardians of the union, during the year preceding her death, to the amount of £16 18s. She left a will disposing of some furniture, of which she was possessed, and appointing as her executor a creditor, to whom she owed a sum in excess of £16 18s. The executor ordered that the furniture should be sold. The guardians of the union gave notice that they were entitled to the proceeds of the sale, under the Poor Law Act, 1849 (12 & 13 Vict. c. 103), s. 16, which enacts that "in the event of the death of any pauper having in his possession, or belonging to him any money or property, the guardians of the union or parish wherein such pauper shall die, may reimburse themselves the expenses incurred by them in and about . . . the maintenance of such pauper at any time during the twelve months previous to the decease." An interpleader issue was tried in the county court after the property had been sold, and the judge held that the guardians were preferential creditors, and as such were entitled to the proceeds of the sale. The executor appealed. It was now argued for him that the executor was entitled as a creditor to be reimbursed the amount of his debt, and that the guardians had only the rights of ordinary creditors. For the respondents it was

contended that the guardians were given priority by the Poor Law Act, 1849, s. 16, and were entitled to seize the pauper's goods. That the Act gave them something more than the common law rights of ordinary creditors; and that section 17 of the Act (in which the word "recoverable" occurs) referred only to voluntary expenses. Counsel relied upon *Re Newbegin* (36 W. R. 69, 36 Ch. D. 477), the observations of Kelly, C.B., in *Guardians of West Ham* v. *Ovens* (21 W. R. 143, 8 Ex. 37), the Poor Law Act, 1844 (7 & 8 Vict. c. 101), s. 31, and the Lunatic Asylums Act, 1853 (16 & 17 Vict. c. 97), s. 104.

MATHEW, J., in giving judgment, said that the appeal must be allowed. The guardians contended that under section 16 of the Poor Law Act of 1849 they had a preferential claim to the goods of the pauper whom they had relieved, and that the executor-creditor had lost his right to be satisfied. If their contention was a good one it was an extraordinary and remarkable result of the Act. He could see no justice in such an arrangement. It was not possible to find in the Act anything which authorized the guardians to seize a pauper's property, or which gave them rights other than the rights of ordinary creditors. When one examined the Act one found an alternative remedy provided in the case of living paupers, and none where the pauper died. But light was thrown upon the matter by section 17, which declared that the cost of burying a pauper dying out of the union should be recoverable "in like manner . . . as the cost of any relief (if given to such person when living) would have been recoverable." The county court judge had read into the second part of section 16 the words "take and appropriate." There was no justification for so doing. The Act did not deprive ordinary creditors of their rights, and the guardians were only entitled to be reimbursed in the same way as ordinary creditors.

CHARLES, J., concurred. Appeal allowed.—COUNSEL, *Brooke Little; A. Glen.* SOLICITORS, *Steadman, Van Praagh, Sims, & Co.*, for *A. Muir Wilson*, Sheffield; *Stevens & Parkes*, for *Jones & Middleton*, Chesterfield.

[Reported by T. MATHEW, Barrister-at-Law.]

HILTON *v.* **HAYNES**—29th October.

VESTRYMAN—QUALIFICATION—OCCUPATION.

This was an action, tried before Cave, J., without a jury, to recover penalties under the Metropolis Management Act, 1855 (18 & 19 Vict. c. 120), from the defendant for having acted as a vestryman of the parish of St. George's, Southwark, without being properly qualified. The qualification relied on by the defendant was the occupation of a house rated at £30, and it was admitted that if he occupied the house the qualification was sufficient the rateable value required in order to qualify being £25 only. It appeared, however, that the defendant let three floors of the house to weekly tenants and only occupied one floor himself. The rate-book contained the name of the defendant as occupier of the whole house. It was argued that in order to be qualified a person must occupy the whole of the premises for which he was rated and that the rating for the premises which he occupied personally must be of the required amount.

CAVE, J., in giving judgment for the defendant, said that the qualification for a vestryman required by the statutes, in this case, was the occupation of a house of £25 rateable value. The defendant's house was rated at £30, and the defendant was rated for the whole of the house. It was found out that certain persons paid the defendant rent for parts of the house. Whether they were lodgers or tenants did not appear. It was said for the plaintiff that for vestry purposes the defendant must be taken only to be occupying what he actually lived in, and that it was necessary to inquire as to his actual occupation. That contention was not maintainable. The rules of the statutes in this case had been complied with, and there must be judgment for the defendant with costs.—COUNSEL, *Smyly*, Q.C., and *Boyle; Corrie Grant.* SOLICITORS, *Greenwood & Greenwood; C. E. Beale.*

[Reported by T. R. C. DILL, Barrister-at-Law.]

Bankruptcy Cases.

Re **KING & BEESLEY**, *Ex parte* **KING & BEESLEY**—Vaughan Williams and Kennedy, JJ., 25th October.

BANKRUPTCY—PETITIONING CREDITOR'S DEBT—MERGER OF DEBT IN JUDGMENT—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 7 (2).

This was an appeal from a receiving order made by the registrar of the Birmingham County Court. Upon the 20th of April, 1894, the debtors executed a deed of assignment for the benefit of their creditors. Upon the 27th of April the petitioning creditor obtained judgment against them upon a dishonoured bill. Upon the 28th of April the petitioning creditor filed his petition, setting forth a debt of £77, £64 upon the judgment, and £13 for goods sold and delivered, and stating that he held no security beside the judgment. The act of bankruptcy alleged was the execution of the deed of assignment. Receiving order was made. Counsel for the appellant urged that the debt was not a good petitioning creditor's debt, because it had been changed by the judgment since the act of bankruptcy, and contended that section 7 (2) of the Bankruptcy Act, 1883, required that the debt existing at the date of the petition should be the same as that existing at the date of the act of bankruptcy, and that this section of the Act had, to some extent, altered the earlier law that a debt, though merged in a higher security, will yet support a petition. He cited *Ex parte Hayward* (L. R. 6 Ch. 546), *Ex parte Sadler, Re Whelan* (27 W. R. 156, 39 L. T. 361), *Ex parte Sturt* (41 L. J. Bank. 12), *King* v. *Hoare* (13 M. & W. 494), *Florence* v. *Jennings* (26 L. J. C. P. 274), *Ex parte Charles* (15 Vee. 256).

VAUGHAN WILLIAMS, J., dismissed the appeal. His lordship said that he did not agree that the judgment debt had extinguished the original debt, and he could find nothing in the section of the Bankruptcy Act, 1883, referred to which altered the old law as laid down in *Ex parte Griffiths, Re Mostyn* (3 De G. M. & G. 174), that a debt, though merged in a higher security, is still good to support a petition.

KENNEDY, J., concurred.—COUNSEL, *Muir Mackenzie; Yates-Lee.* SOLICITORS, *T. A. Dennison & Co.*, for *Plant*, Dudley; *R. M. Kerr*, Halifax.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Re **ADAMSON**, *Ex parte* **VINEY**—Vaughan Williams and Kennedy, JJ., 25th October.

BANKRUPTCY—ACT OF BANKRUPTCY—PETITIONING CREDITOR PRIVY TO EXECUTION BY DEBTOR OF DEED OF ASSIGNMENT FOR BENEFIT OF CREDITORS.

This was an appeal from a receiving order made by the registrar of the Barnet County Court. Upon the 23rd of May, 1894, the debtor executed a composition deed, wherein he covenanted to pay his creditors 15s. in the pound by instalments, and further covenanted with the trustee under the deed, and by way of separate covenant with the creditors and with each and every of them, that, in case at any time two of the instalments should be behind or unpaid, he (the debtor) would, within ten days after being called upon so to do by the trustee, make and execute an assigment of all his property and effects to the trustee for the equal benefit of creditors. The petitioning creditor assented to and signed the composition deed. The debtor made default in payment, and upon the 24th of July executed an assignment to the trustee for the benefit of creditors, which provided (*inter alia*) that any dissenting creditors for amounts under £10 might be paid in full. The petitioning creditor refused to assent to this deed, and filed his petition on the 31st of July, setting up the execution of the assignment as an act of bankruptcy. The receiving order was made. Counsel for the appellant contended that the assignment was in accordance with the terms in the composition deed, and that the creditors who assented to the composition deed were privy to the assignment, and could not rely upon it as an act of bankruptcy. They cited *Re Michael* (8 Morr. 305) and *Ex parte Stray* (L. R. 2 Ch. 374). Counsel for the respondent contended that the assignment was not in accordance with the terms of the composition deed, in that it was not for the *equal* benefit of creditors, as it provided for the payment of dissenting creditors for amounts under £10 in full, and that therefore the petitioning creditor was not bound by it, and might rely upon it as an act of bankruptcy. They cited *Ex parte Marshall* (1 M. D. & De G. 575) and *Ex parte Halliwell* (3 M. & A. 538).

VAUGHAN WILLIAMS, J., allowed the appeal. His lordship said that, in his opinion, the assignment was not in accordance with the terms of the composition deed, as it did not give equal benefit to all the creditors, and that the petitioning creditor was not bound by it; yet that, nevertheless, he was not entitled to rely upon it as an act of bankruptcy, because the debtor had executed it when called upon so to do by the trustee acting as agent for the creditors, including the petitioning creditor, who had therefore been privy to the execution of the assignment in the person of the trustee, his agent.

KENNEDY, J., concurred.—COUNSEL, *H. Reed*, Q.C., and *C. B. Marriott; Bigham*, Q.C., and *Carrington.* SOLICITORS, *Crouch, Edwards, & Heron; Ashurst, Morris, & Crisp.*

[Reported by P. M. FRANCKE, Barrister-at-Law.]

LAW SOCIETIES.

THE NORWICH LAW SOCIETY.

A special meeting of the Norwich Law Society was held on Monday for the purpose of making a presentation to the ex-Registrar of the County Court and High Court, Mr. George Fredk. Cooke. Mr. P. E. SIMPSON, vice-chairman of the society, took the chair. There was a large attendance, including Dr. Blyth, Messrs. R. E. Burroughes, C. R. Gilman, F. T. Keith, W. Hartcup, C. Foster, G. B. Kennett, F. O. Taylor, J. C. Chittock, A. Kent, J. W. Sparrow, C. E. Bignold, S. Cozens-Hardy, R. Ladell, J. Clabburn, A. Taylor, J. W. Gilbert, J. T. Hales, H. J. Mills, A. W. Preston, S. G. Hill, L. Miller, F. Jewson, A. Stevens, J. W. Daynes, C. B. Foster, A. B. Cross, J. E. T. Pollard, H. Bacon, T. J. M. Palmer, W. Sadd, O. Sadd, A. E. Kent, and others. Mr. J. W. Cooke, the present Registrar, was also present.

The CHAIRMAN said that one of the most pleasing duties that had fallen to his lot as vice-president of this society was to be called upon to preside on that occasion, and in the name of the meeting to welcome Mr. Cooke for the purpose of presenting to him some fitting tribute of the esteem and regard in which he was held by the legal profession. When, on the occasion of Mr. Cooke's retirement, a short time ago, the announcement of the fact was made in open court, a feeling of esteem towards him and of regret that he felt called upon to retire was then expressed in more eloquent and touching language than he could command. But there was then an unexpressed feeling that some more lasting reward of their esteem and regard should be presented to Mr. Cooke, and that feeling had found a unanimous and expensive response resulting in this gathering. Some twenty years ago Mr. Cooke acceded to the office of registrar. The service he then rendered in regulating the business and procedure of the court would long be remembered. That service had been continuous over those years with marked success, and when Mr. Cooke felt called upon to retire there was one common feeling of regret on the part of all who had been brought into connection

with him. Addressing Mr. Cooke, the Chairman went on to say:—They were, sir, no light duties that you have had to perform. But those duties have been performed with great courtesy, marked ability, and absolute impartiality, while you have at the same time maintained the dignity of your office. Moreover, there is one feature in connection with your office, which has been a very pleasing one. You have always shown a willingness and a readiness to impart your knowledge and extend your assistance to any practitioner who may have sought your help. Another point evinced the high respect in which you have been held, and also your high professional character, namely, that on all occasions when differences have arisen between practitioners or their clients, and the name of "Cooke" has been mentioned as that of the referee, it has always been received with appreciation. Naturally, victory could not be assured to both sides; but I feel confident that the unsuccessful party must, on the termination of the proceedings, have been satisfied that everything was conducted with extreme ability, and absolute fairness. It is my pleasure, sir, to present to you, on behalf of the subscribers, this silver salver and tea and coffee service, which I trust may be to you and your family a lasting record of the great appreciation and esteem in which you have been held in the discharge of your duties as registrar. The words inscribed on the tray are as follows:—"Presented to George Frederick Cooke, Esq., by members of the legal profession in Norwich and the neighbourhood, on his retirement from the office of Registrar of the Norwich County Court and of District Registrar of the High Court, in token of their personal esteem, and in recognition of the marked ability and unvarying courtesy with which for the past twenty years he has discharged his official duties."

After addresses by Mr. Keith, Mr. Chittock, Mr. Kent, and Mr. Burroughes (who remarked that he was the oldest member of the profession in England, for he was admitted in Easter, 1836).

Mr. G. F. Cooke, who was evidently deeply touched by the kindly feeling shown towards him, said: It is exceedingly gratifying to me to hear all that has been said with regard to my past behaviour and conduct, and as to the way in which I have acted in the discharge of my duties in relation to the court, in all its departments I have always endeavoured—and I am glad to find it has been so considered by you—to act perfectly independently and without prejudice, fear, favour, and affection towards all parties. I have always dismissed from my mind any little amount of friendship or feeling I have had towards one party or the other when I have had anything like a duty to perform with regard to them, and as Mr. Simpson has said, when I have been obliged, as of course I always had to do, to decide against one party, I have felt that that party has at all events given me credit for having acted honestly, and to the best of my judgment and ability. I am very gratified indeed that they should have been so. But I really cannot go into all the flattery that has been heaped upon me by my friends around. I have had a great deal of pleasure in the exercise of my duties; I have always had assistance from the practitioners in the court; and I am grateful for the manner in which I have always been received by them and at the way in which they have always submitted to my little dictations with regard to the forms of procedure. But I really have no words to reply to all your praises such as I could wish to use. I can only re-echo Mr. Chittock's observation—I shall look upon this occasion as one of the pleasantest of any in my life. It is exceedingly gratifying to have this substantial expression of your favour and appreciation, and I wish you all every happiness in the future. But I won't sit down before expressing my appreciation of the kind words you have said with regard to my successor, and I have every confidence in his conduct of affairs. I have seen him entering upon the duties of the office. I feel that he has taken them up *con amore*, and that he is determined to go into the County Court work from the very bottom—from the very ground-work of the whole proceedings—and to satisfy himself as to more of the detail than I have been able to accomplish, for he will be able to devote more time to them, as he is younger. Therefore, I can only hope that he and you will pass as satisfactory a time as we have done in the past.

HUDDERSFIELD INCORPORATED LAW SOCIETY.

On Monday the annual meeting of the above society was held, Mr. Joseph Bottomley, the president, in the chair.

The President moved the adoption of the report and the financial statement, which was seconded by Mr. Learoyd, and the resolution was passed.

The President delivered his address. He said, after some preliminary remarks, it seems to me that of the result of legislative action during the past session the Sale of Goods Act claims some observations from me. The object of this Statute is to codify the law on the subject to which it relates. Like the Bills of Exchange Act, 1882, it was drafted by his Honour Judge Chalmers, and was introduced into Parliament in 1889. As then presented to the House it did not extend to Scotland, but in its present form it applies to the whole of the United Kingdom. The Act was passed on the 20th of February of the present year, but it is provided by section 63 that it should come into operation on the 1st of January, 1894. This is, on the face of it, an inconsistency, which is due to the session of 1893 being continued into 1894, with the result of making the Act so far retrospective, inasmuch as the date of the Royal Assent cannot control the words of enactment. The Act contains few intentional alterations of the law, the most important change perhaps effected by it is by section 24 with respect to the re-vesting of property obtained by criminal means on the conviction of the offender; the result of this is to over-rule the case of *Bentley* v *Vilmont*, 12 App. Cas. 471, and to prevent police magistrates from making orders for restitution when property obtained by fraud or crime, short of larceny, has passed into the hands of a *bonâ fide* purchaser. The Act does not appear to affect property in the possession of the offender at the date of conviction, and when the property has not passed to the offender the purchaser from him is not entitled to the benefit of section 24, but falls under section 21 of the Act, that is to say, the law as laid down in *Cundy* v. *Lindsay*, 3 App. Cas. 459, is unaltered. When the Local Government Bill, 1888, which afterwards became the Local Government Act, 1888, was introduced by Mr. Ritchie in the House of Commons, it contained provisions for the establishment of District Councils, as well as of County Councils, but the provisions relating to the former had to be postponed, and the Bill, as passed, was practically limited to County Councils. The Government, however, gave a distinct pledge that a measure for the establishment of District Councils should be introduced, and by the Local Government Act of the present year they have redeemed such pledge; but the Act has also established Parish Councils, and also has substituted a wholly for a partially popular administration of the Poor-law. The Royal Assent was given to the Act on the 5th of March last, but as regards parish meetings, Parish Councils, District Councils, and Boards of Guardians, it does not come into effect until the 8th of November, or such later day in that month as the Local Government Board may fix. This has had the effect of continuing in office for six months longer those guardians and members of urban and sanitary authorities who would otherwise have retired in 1894, whilst overseers appointed at Easter, 1894, will continue in office until Easter, 1895, and will have to convene the first parish meetings. The Act increases or alters the powers of almost every local authority in England. The districts affected are:—1. The parishes in rural sanitary districts. 2. Rural sanitary districts as a whole. 3. Urban sanitary districts which are not municipal boroughs. 4. County boroughs. 5. Parishes in London. Parish affairs are regulated by parish meetings, and every rural parish with a population of 300 or upwards is to have its affairs managed by a parish council. The district councils established by the Act practically supersede, except in municipal boroughs, the urban and rural authorities which derive their powers from the Public Health Acts. Rural district councils have transferred to them all the powers and liabilities of (1) Rural sanitary authorities, (2) The highway authorities in the district, with the further duty of protecting all public rights of way, and (with the consent of the County Council) rights of common. All *ex-officio* guardianship by justices of the peace is abolished, and so also is all property qualification for guardianship, all plural voting also disappears. Another, and by no means least important, result of the Act is to separate the administration of temporal from that of ecclesiastical affairs in every rural parish—this is done by transferring to the new authorities all the powers of civil administration hitherto exercised by statute or custom by the parson, churchwardens, and vestry of a parish. Prior to the Finance Act, 1894, the death duties were of five descriptions, viz.:—1. The duties on probates and administrations, generally known as "probate duty." 2. Account duty. 3. Legacy duty. 4 Succession duty. 5. Temporary estate duty. These were—(a) 3 per cent. probate and account duties, rising to 4 per cent. when the property chargeable exceeded £10,000 in value. (b) Legacy duties at a percentage increasing with degree of relationship to testator—generally not falling on his children, and never falling on husband or wife of testator; and (c) successive duties, also at a percentage increasing with distance of relationship to predecessor, and also one per cent. additional in case of succession exceeding £10,000 in value. The alterations effected by the Finance Act, 1894, are principally as follows:—1. A new estate duty is created at a percentage rising from one to eight per cent. upon the value of the property charged with it, and chargeable on all kinds of property, real as well as personal, settled or not settled. 2. When estate duty is paid, children and other descendants, and parents and other ancestors, are freed from both legacy and succession duties, these latter are assimilated to legacy duties. By the assessment of the duty in the case of succession of an interest of which the successor is competent to dispose upon the principal value of such interest, instead of upon the capitalised value of an annuity for the life of the successor. By the charge of interest upon instalments. There is imposed a further "Settlement Estate duty" at a rate of one per cent. on property passing by will or settlement for a life interest only, except where the only life interest is that of a wife or husband. An executor or administrator is bound to disclose all he knows of any of the property, real as well as personal, which formed the estate of the deceased person whom he represents—he is bound to pay all estate duty chargeable on the personal property, and may, if he pleases, and on request of the parties accountable, pay all estate duty chargeable on the real property. A system of official valuation of property for the purposes of duty is established by empowering the Commissioners of Inland Revenue to have it properly valued by a person appointed by themselves, and by requiring the county councils to appoint valuers. The Act affects all property passing on the death of persons dying on or after 2nd August, 1894, and it yet remains to be seen whether the measure will prove acceptable to the community or not. Already we hear of people of great wealth endeavouring so to deal with their estates in life as not to leave them a questionable blessing to their successors, and instead of cheapening the law, it is likely to increase the expense thereof. I pass over the Land Transfer Bill, as it is fully referred to in the report, and, for the same reason, I make no further reference to the visit of the delegates of the associated chambers of commerce to Huddersfield, beyond heartily congratulating the local chamber upon the unqualified success of the meetings held both for business and enjoyment, in which members of our profession were freely invited to participate. I am sure that you must now weary of my voice, and therefore, in conclusion, I take this opportunity, personally, of tendering my sincere thanks to all those who have co-operated with me during the past year, particularly Messrs. Piercy and Woodhead, as honorary secretaries, and Mr. Fletcher, as treasurer, and I beg to express a very sincere hope that my successor, a most worthy gentleman, may have a happy and successful term of office as president of this Incorporated Society.

Mr. S. Learoyd proposed the following resolution:—"That the best thanks of this society be given to the president, secretaries, treasurer, and committee for their services during the past year."

Mr. H. Owen seconded the resolution, which was passed unanimously, and was acknowledged by Mr. Piercy (who is relinquishing the office of hon. secretary after holding it three years).

Mr. R. P. Berry prosposed that Mr. G. G. Fisher be appointed president of the society for the ensuing year.

Mr. W. Ramsden seconded the resolution, and it was passed by acclamation, and was then acknowledged by Mr. Fisher.

The President proposed:—"That the following members of the society be appointed to the offices named:—Treasurer, Mr. A. H. J. Fletcher: hon. secretaries, Messrs. E. T. Woodhead and T. D. Ruddock; committee, Messrs. R. P. Berry, J. J. Booth, Joseph Bottomley, E. F. Brook, J. W. Piercy, F. A. Reed, A. Swift, Frank Sykes, James Sykes, and J. Walker; auditors, Messrs. D. J. Bailey and H. White."

This was seconded by Mr. C. E. Freeman, and was passed unanimously.

It was resolved, on the motion of Mr. J. J. Booth, seconded by Mr. J. H. Dransfield, to recommend to the committee the appointment of Mr. C. Hall as deputy-chairman of committees.

The proceedings then closed.

BARRISTERS' BENEVOLENT ASSOCIATION.

The general meeting of this association was held on Wednesday afternoon in the Middle Temple-hall. The Lord Chief Justice of England presided.

Mr. Macrory, Q.C. (the hon. secretary), read the report of the committee, which stated that the contributions to the funds during 1893 amounted to £2,291 8s. The subscriptions were £1,339 13s., the donations £726 15s., and a legacy of £225 was received under the will of the late Mr. Justice Manisty. The subscribers at the close of the year numbered 758. Out of 124 applications received during the year, 101 were granted and 23 refused. The amount distributed during the year was £2,298.

The Chairman, in moving the adoption of the report, said that he had accepted the honour of presiding there, all the more willingly because he had hitherto not taken any part in that which was the real business of that association—namely, its management and work. It could not be necessary to say anything in justification of the existence of the association. It would indeed be strange if there did not exist in the profession of the law some means of helping those who fell in the weary journey. It was, he affirmed, a self-respecting thing that the association should, by the contributions of the members of the profession, show that they were ready by their own efforts to extend aid where aid was required. In that society they could apply their aid in the most advantageous way—in one case by helping to furnish a house: in another by helping to educate a youth: in another case by publishing a book by which the author might reap for himself honour and reward. Lastly, there were the privacy and the efficiency with which that charity was administered, and the fact that it was one of the most economical of institutions of its kind in the matter of working expenses. Behind the cold and bald statement of facts which the report of accounts revealed, there was the sad story of human misery—he might almost have said of human tragedy. He could not doubt that when the object of that association were presented to the members of the Bar and the Bench, they would recognise their duty, aye, the high obligation which rested upon them to assist in making it a real and effective aid to their brethren in distress, or to the children of their brethren in distress. There were at the Bar altogether some 8,500 barristers. Of these 4,388 were practising barristers, or in positions in connexion with the practice of the Bar. The number of the subscribers was 758 only. He could not doubt that, if a little more individual effort was made by each one of the members of the Bar and of the Bench alike to bring others into the association, there would be a very considerable accession to its members.

Lord Justice Rigby seconded the motion. In doing so he said that although subscriptions formed the indispensable basis of the operations of the association, its satisfactory working must depend upon the tact and discrimination of the committee of management, and from all that he heard he understood that that task had been very ably and successfully carried out. Practically everything was done by voluntary labour.

The motion was unanimously agreed to.

The Lord Chancellor moved, "That the Right Hon. Lord Justice Lindley be appointed one of the trustees of this association, in the place of the Right Hon. Lord Coleridge." He referred to the important part which the late Lord Coleridge took in the formation of the association. There were many who had received benefits from the association who had reason to be grateful to the late Lord Coleridge from the interest which he had shown in it. He (the Lord Chancellor) had always taken deep interest in its work, and when practising at the Bar knew intimately its operations, for he served as a member of the committee until he ceased the practice of the profession. The river Lethe was said to run between the Bench and the Bar. He did not himself believe that to be the case. He had not experienced it; but at all events it was delightful to find an occasion like that, when one could step across the river and meet members of the profession with a desire to benefit those who had not been so favoured by fortune as some others.

Sir R. Webster seconded the motion, which was carried.

Lord Justice A. L. Smith moved, and Mr. Alfred Cock, Q.C., seconded, a resolution appointing a number of gentlemen to be the committee of management for the ensuing year. This was carried, and

The Right Hon. George Denman moved a vote of thanks to the auditors. Mr. A. R. Jelf, Q.C., seconded the resolution, which was carried.

The Recorder of London moved, and Mr. Justice Bruce seconded, a vote of thanks to the committee of management and the hon. secretaries, which was briefly acknowledged by Mr. Macrory, Q.C., and Mr. Samuel H. Day (the hon. secretaries).

The Attorney-General proposed a vote of thanks to the chairman for presiding, and

The Solicitor-General said, in seconding it, that he was sure there were no two members of the Bar who, owing to certain restrictions with regard to private practice, were so deeply interested in the Barristers' Benevolent Association as the Attorney-General and the Solicitor-General.

The Lord Chief Justice briefly acknowledged the compliment.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

Law Students' Debating Society.—Oct. 19—Chairman, Mr. Herbert Smith.—The subject for debate was, "That any retrospective treaty with the Argentine Republic having for its object the extradition of Mr. Jabez Spencer Balfour is impolitic and contrary to international law." Mr. A. W. Barton (in the absence of Mr. A. F. Christie) opened in the affirmative. Mr. T. S. Wilkinson opened, and Mr. Cyril H. Pryor seconded, in the negative. The following members also spoke:—Messrs. E. A. Bell, H. Harcourt, and Neville Tebbutt in favour of the motion, and Messrs. Clarke, Tudor Lay, Archibald Hare, F. W. Sherwood, H. R. Miller, and H. C. Gordon against it. Mr. Rupert Blagden having replied on behalf of Mr. Barton, in his absence, the chairman summed up. The motion was lost by four votes. The subject for debate at the next meeting of the society, on November 6, is, "That this society disapproves of the policy of the majority of the present London School Board."

A FAIR DAY'S WAGE FOR A FAIR DAY'S WORK.

The following paper was prepared for the Bristol meeting by Mr. F. H. Rooke (London):—

What is a solicitor's fair day's work? Is the Eight Hours Bill to apply to a legal working day? And if we are to be prohibited from exercising our profession beyond eight hours in the twenty-four, for how many hours must we work for a day's pay? The general order under the Solicitors' Remuneration Act, 1881, supplies an answer to the last question as regards conveyancing business. Schedule II. provides a fee "for every day of not less than seven hours employed on business or in travelling." But the common law masters, or at least some of them, refuse to accept this as a guide. In a recent case a master declined to allow a country solicitor for an eight hours' journey to attend a trial in Middlesex more than half a day's fee. The case was instructive. It was third in the day's list, and, the court sitting at 10.30, it was admitted to be necessary for him to travel up the day before, and also that his journey took about eight hours. The case was not reached the first day, and was taken and concluded by the rising of the court on the second day. It was then too late for the solicitor to catch any train that would take him home that night. He therefore slept in town, or *en route*, and returned home the next day. The master decided that he could only be allowed for three days, *i.e.*, two days for attendance in court, and one for travelling, or half a day each way. The one day here was sixteen hours. It was argued in this case by the opposing solicitor (it is presumed on Biblical authority) that an "evening and a morning" were one day, and that if a man travelled at night he must not be paid for it, as modern conveniences enabled him to sleep in the train. Upon this the master expressed no opinion. It is, of course, for the taxing master to decide what is a proper allowance, and it is well known that the court will not interfere with his discretion unless a question of principle is involved. It seemed to me that in this case a question of principle was involved which would have justified a review; but the point is a rather fine one, and in deference to counsel's opinion no action was taken. Practically, as we know, the master is an autocrat. This was all very well in the days when the master's bias (if any) was on the side of the successful litigant; now, his opposition is often more pronounced than that of the opposing solicitor. As regards the common law masters, there is no doubt that "the former days were better than these." Thirty years ago the master was not the natural enemy of the successful party; nor did he forget that the attorney was the officer of the court, and entitled to his "fair day's wage for a fair day's work." I remember a master of the Exchequer of Pleas, whom we all respected (the late Master Templer), who has said more than once or twice in my hearing to a carping opponent: "My duty is to see that the attorney gets a proper remuneration for what he does, as much as to see that he is not overpaid." We never hear the like nowadays, though the words deserve painting in gold in every taxing office. I was articled to an authority on common law costs, who gave me many a useful hint on taxing. I have often wondered at the apparently indifferent manner in which he would take the objections of the other side. But he knew his master, and taught me the useful lesson (which some advocates might remember): "Never interfere when the court is with you." He would whisper to me, when I wanted indignantly to deny some statement: "Leave the master to deal with the objection." I don't think he often interfered unless the master appealed to him, and these tactics were generally justified by the state of the bill when it was handed across the table. But I wonder what would be the result of this policy of patience and self-restraint under our present system. I must express the conviction that the line taken up by some of the common law masters is driving away business from the Queen's Bench Division. I asked a professional friend in the Society's Hall the other day for his opinion on some point of practice, when he replied: "I never practise now in the Queen's Bench Division. I have no predilection for being treated as a thief because I have been successful in getting a verdict for my client." Another practitioner remarked: "Nowadays the common law masters seem to consider that their mission in life is to *fine* a successful litigant." Many theories are started to account for the diminution of business in the Queen's Bench Division. The judges who make the rules, and the masters who elaborate statistics and write reports and papers, *think* they know; but we practitioners *do* know. "Cut down the costs," say they, "and you will attract business." "It is just the other way," say we. "Simplify the procedure and that will lessen expenses. Increase the facilities for trial, as you are doing under Order XIV., and then give the successful litigant a reasonable indemnity for

his expenses, properly incurred, and you will have no complaint of lack of business."

I may be pardoned for adding some illustrations from my firm's practice, but I confine myself to agency cases, in which the London agents had no appreciable personal interest, merely acting in formal matters as to which no question of costs arose. Solicitors of position in their county espoused the cause of a policeman, required by his superior officer to clear his character from a charge which otherwise would have involved his dismissal, as it did his suspension during the action for slander which he commenced. He was entirely successful on the trial; but counsel consented to a verdict for nominal damages on the defendant agreeing to pay the costs as between solicitor and client. The bill was fairly made out, showing the actual work done—at a time, be it remembered, when it could not have been anticipated that more than party and party costs would have been recovered. It did not show that unnecessary expense had been incurred, or that anything had been done from over-caution. The master, however, refused to give any practical effect to the solicitor and client arrangement, and in my judgment the whole amount actually allowed would have been allowed on a fair party and party taxation. There was taken off this bill £38 10s. 4d., of which £7 18s. 3d. represented disbursements and payments to witnesses. It was impossible to make any further charges against the client, and the solicitors themselves bore the loss. For seven months' work and anxiety (and no one but the solicitor engaged in the case knows what *that* means) the total profit charges allowed here were £47 7s. 4d., against which, of course, was chargeable a proportion of clerks' salaries and of office rent and expenses, and agents' charges for the formal London work. The net result of that litigation was hardly a "a fair wage for fair work." In another case a country firm took up the cause of a widow in poor circumstances whose husband had died from an accident, against which he was insured. It was a most anxious case and full of difficulty, no one living having seen the occurrence; but in the result the plaintiff succeeded against the assurance company, and the Judges of the Appeal Court rather went out of their way to say that a more honest claim had never been brought into Court, and the only surprise was that it had been so strongly contested. The taxing master, however, thought proper to treat the bill in so hostile a manner that objections had to be carried in. One of the disallowances complained of was the expense of a medical expert who had been specially advised by counsel. The master ultimately allowed the charge, but the value of the concession was lost by his saying that he did so "with the greatest reluctance" Of course the defendants were encouraged by this to appeal to the Judge. They failed, but the plaintiff had to bear the cost of the objections. In that case the work and anxiety of the solicitor for thirteen months was rewarded by £79 4s. 6d. profit charges, and though, I believe, no solicitor and client charges were made to the widow, she had to pay out of the assurance moneys £42 9s. 3d. for witnesses' expenses and counsel's fees disallowed on taxation. The moral for us of these two cases still remains to be stated. These solicitors, well known and respected among their professional brethren and in the county generally, declined to take any more Common Law business. Now, will any one say that it is for the public good, or that it will tend to the administration of justice in this country, that the practitioners among us who are most esteemed and respected should decline practice in a particular division on the ground of the treatment they experience in the taxing offices? Is it for the advantage of clients, especially the poor and necessitous, that only certain practitioners should be willing to take up their cases?

In an Appendix I have given particulars of the taxations in seven cases in which my firm have recently been concerned. Some interesting reflections arise from the figures there given. The average duration of the actions (two of which went to the Court of Appeal) was eight months, and the average costs allowed was £142 7s. 8d. The total deductions made in the bills for the client to pay (a considerable portion of which represented payments to witnesses) were £343 5s. 8d.—about half the aggregate amount of the damages recovered. Of the total costs allowed, court fees and other payments, including copies, were 14 per cent., and witnesses 10 per cent. Counsels' fees are responsible for 32 per cent of the whole. The solicitors' profit charges were 44 per cent. of the total allowed, or an average of £63 an action, subject, of course, as before explained, to payment of a proportion of clerks' salaries, office rent and expenses, and agency charges. This leads me to refer again to the anxiety as well as labour which litigation entails upon the solicitor, and which, I think, ought to receive more consideration than it usually does. The relations between solicitor and client are very different from those between counsel and client. Counsel have no such personal interest in the litigant as the solicitor, who knows the man and all his circumstances, cannot help taking. Were it otherwise, the barrister would not make such an effective advocate. Like a surgeon called in to perform a critical operation, he knows nothing of his patient. To him he is only "a case." The general practitioner, who attends the man and his family in their minor ailments, who knows the circumstances of his home and life, has far more practical interest in him than the operator called in for the occasion. He occupies a similar position to that of the solicitor, and we may hope that his services are more gratefully appreciated when the evil day is past. But I fancy we should both be better off if cash payments prevailed.

I hope it will not be thought that this paper is a reflection upon any professional man who has taxed a bill to the best of his ability (he only does his duty to his client), or as a personal attack upon the masters, which is certainly not the case. The actions referred to in the appendix represent the views taken by different officials. Of the masters personally we all speak with respect, and there are some whose decisions are almost invariably accepted without murmur or question. I never knew a solicitor promoted to the office of common law master of whom this could not be said. Speaking generally, however, when a barrister is appointed master, he knows nothing whatever about costs, he has probably never seen a bill in his life, and certainly has never done work similar to that charged for. In conclusion, I would ask—1. How long will solicitors acquiesce in having their bills taxed by barristers without special qualifications for the office of master? 2. Why should not there be a general taxing department for all the divisions, under the direction of solicitors as taxing masters and principal clerks, and to which all actions after trial should be referred, leaving the present common law masters and registrars more free to attend to their other duties, and as regards costs to deal only with interlocutory matters and other small bills? 3. Is it not time for a revised scale of allowances to witnesses, applicable to all the divisions, and promulgated by authority?

NEW ORDERS, &c.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Thursday, the 25th day of October, 1894.

I, Farrer, Baron Herschell, Lord High Chancellor of Great Britain, do hereby order that the actions mentioned in the schedule hereto shall be transferred from the Honourable Mr. Justice Chitty to the Honourable Mr. Justice Vaughan Williams.

SCHEDULE.

Mr. Justice Chitty (1893—R.—2237).

Reuter's Telegram Company Limited (Plaintiffs) v The Earl's Court Industrial Exhibition Limited (Defendants).

Mr. Justice Chitty (1894—B.—3976).

Brown, Janson and Company (Plaintiffs) v The Earl's Court Industrial Exhibition Limited and the Metropolitan District Railway Company (Defendants).

HERSCHELL, C.

LEGAL NEWS.

OBITUARY.

Mr. JOHN THOMAS MARSHALL, solicitor (of the firm of J. T. Marshall & G. F. Marshall), of 26, Theobald's-road, Bedford-row, London, died suddenly on the 25th ult., at the age of sixty-eight. Mr. Marshall was admitted in 1848.

APPOINTMENTS.

Mr. C. FORTESCUE BRICKDALE, barrister, has been appointed Assistant Registrar of the Office of Land Registry. Mr. Fortescue Brickdale is the son of the late Mr. M. I. Fortescue Brickdale, for many years senior conveyancing counsel to the court. Educated at Westminster and Christ Church, he was called to the bar in 1883, and has since practised as an equity and parliamentary draftsman and conveyancer.

Mr. W. BEDFORD GLASIER, solicitor, of 47, Essex-street, Strand, has been appointed a Commissioner for Oaths of the High Court of Judicature at Madras.

CHANGES IN PARTNERSHIPS.

Messrs. NORTON, ROSE, NORTON, & Co., of 10, Victoria-street, Westminster, and 57½, Old Broad-street, E.C., solicitors, announce that, as from November 1, they have taken into partnership Mr. Edward Garthwaite Farish, who has for many years been connected with the City branch of their business.

DISSOLUTIONS.

ALFRED FITZGERALD FOX and GEORGE ROBERT GORDON JOY, solicitors, (Fox & Joy), 59 and 60, Chancery-lane, London. Oct. 25.

[*Gazette*, Oct. 30.

GENERAL.

The present list of appeals set down for hearing by the judicial members of the House of Lords consists of ten causes only, of which nine are English and one is a Scotch appeal. The hearing of these cases is expected to begin early this month.

On Monday, says the *Times*, Mr. Justice North had a list of five chamber summonses only to dispose of, Mr. Justice Kekewich had ten, Mr. Justice Chitty sixteen, and Mr. Justice Stirling twenty-five. All the four judges consequently rose early, having finished their respective lists. It is some time since there was such a dearth of chamber work as shewn by the foregoing figures.

On the 26th ult., in the Probate Division, in reply to an inquiry by Sir Walter Phillimore as to whether any judicial assistance was to be afforded to his lordship in getting through the business of the division during the absence through illness of Mr. Justice Gorell Barnes, the President stated that he hoped to have such assistance, but as nothing in the matter had as yet been arranged he could not at present make a more definite statement on the subject.

At the Ruthin Assizes the grand jury, through their foreman, made a presentment to Mr. Justice Lawrance, that, in their opinion, it was very desirable that, in the case of offences against young girls under the Criminal Law Amendment Act, the court should have power to order

corporal punishment in addition to that of penal servitude or imprisonment. His lordship, in reply, said that he personally was of opinion, and he believed that several of his brother judges agreed with him, that power should be given to order corporal punishment in such cases, and that such punishment would be likely to put a stop, in a great measure, to that kind of offence.

On Tuesday, says the *St. James's Gazette*, upon Mr. Justice Hawkins taikng his seat at the Guildhall he said:—I will release the gentlemen of the jury in waiting at once. I do so at the earliest possible moment, and in doing so I wish to express to them my deep regret that upon such a morning as this they should have been uselessly and needlessly called to this court. I think it is really too bad. We have one case here, and one case only, to try, and to have to wander through the City of London on a morning like this, and to approach this court through the miserable and scandalous access provided is pitiable. It is, indeed, scandalous that we should have to run the risk of either being drowned or disabled simply because the City of London do not choose to keep a proper access to the court.

Results of Messrs. H. E. Foster & Cranfield's Sale at the Mart on Thursday, the 1st inst.—Absolute Reversion to £1,427 Consols—£670; Absolute Reversion to £6,000 cash—£2,200; Absolute Reversion to £18,600—£7,250; Absolute Reversion to One-Sixth of £5,336—£350; Absolute Reversion to One-Fifth of £20,400—£1,735; Undivided Third Share in Freehold Property—£350; Policy of Assurance for £2,000 and Profits—£1,980; Policy of Assurance for £500 and Profits—£390. Absolute Reversion to One-Fifth of £42,710; Policy of Assurance for £1,200—Not Sold.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, Nov. 5	Mr. Godfrey	Mr. Farmer	Mr. Lavie
Tuesday 6	Leach	Bolt	Carrington
Wednesday 7	Godfrey	Farmer	Lavie
Thursday 8	Leach	Bolt	Carrington
Friday 9	Godfrey	Farmer	Lavie
Saturday 10	Leach	Bolt	Carrington
	Mr. Justice Stirling.	**Mr. Justice Kekewich.**	**Mr. Justice Romer.**
Monday, Nov. 5	Mr. Pugh	Mr. Pemberton	Mr. Clowes
Tuesday 6	Beal	Ward	Jackson
Wednesday 7	Pugh	Pemberton	Clowes
Thursday 8	Beal	Ward	Jackson
Friday 9	Pugh	Pemberton	Clowes
Saturday 10	Beal	Ward	Jackson

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

Michaelmas Sittings, 1894.

Appeals and Motions in Bankruptcy.

Appeals for hearing before a Divisional Court Sitting in Bankruptcy.

In re Smith	Expte Tarbuck
In re Whiffin	Expte Official Receiver
In re Twitt	Expte Masters
In re Painter	Expte Painter
In re Isaacson	Expte Mason
In re Lawrence	Expte Lawrence
In re Brassey	Expte Brassey
In re Waite, J B	Expte Bentley's Yorkshire Breweries, ld
In re Miller, J	Expte Miller, F L
In re Maund	Expte Maund
In re Hewett	Expte Levene

Fixed for October 30th.

In re Andrews	Expte The National & Provincial Bank of England
In re Alderson	Expte Alderson
In re Munson	Expte Munson
In re Lewis	Expte Williams, J

Motions in Bankruptcy for hearing before Mr Justice Vaughan Williams.

Pending August, 1894.

In re Burr	Expte Clarke v Sykes
In re Grain	Expte Lee
In re De Vecchi	Expte Holmes v De Vecchi
In re Johnston	Expte Official Receiver
In re Cottrell	Expte Skliros v Boulton
In re Sage	Expte Wilding v Sage
In re Lobenstein	Exparte Child v Nagel
In re Davis	Expte Portil v Hasluck
In re Buskin	Expte Robartes & Co v Farlow
In re Same	Expte Farlow v Page
In re Fanshawe	Expte Napper v Official Receiver
In re Cronmire	Expte Official Receiver v Beauclerk & ors
In re Same	Expte Same
In re Wells & Croft	Expte Official Receiver v Trustee
In re Milard	Expte Reference by Registrar
In re Taff & ors	Expte Diprose v Ogle
In re Price, T D	Expte Clough v Harvey
In re Abrahams	Expte Politzer v Gresner
In re Ashiom	Expte Pollock
In re Marsh	Expte Trustee
In re Cronmire	Expte Beauclerk & ors
In re Linton	Expte Mrs Linton v Trustee
In re Chapman	Expte Whiteley v Hayden
In re Minzesheimer	Expte Dalglish v Evans & anr
In re Bryant	Expte King & ors v Palmer
In re North	Expte Hasluck v Warner & anr
In re Davis, Whitworth, & anr	Expte Barker v Elder & Co
In re Turnpenny	Expte Child v Turnpenny

WINDING UP NOTICES.

London Gazette.—Friday, Oct. 26.

JOINT STOCK COMPANIES.

Limited in Chancery.

Henry Frost, Limited—Creditors are required, on or before Dec 31, to send their names and addresses, and particulars of their debts or claims, to George Robert Ridsdale, Imperial chmbrs, Colmore row, Birmingham. Dale & Co, Birmingham, solors for liquidator

Henry Pontifex & Sons, Limited, York rd, King's cross, Brewers' Engineers—Creditors are required, on or before Nov 26, to send their names and addresses, and particulars of their debts or claims, to James Durie Pattullo, 31, St. Swithin's lane. Glasier, 47, Essex st, Strand, solor for liquidator

North-Eastern Tube Works Co, Limited—Creditors are required, on or before Dec 1, to send their names and addresses, and particulars of their debts or claims, to Arthur Laing, Deptford yard, Sunderland. Botterell & Roche, Sunderland, solors for liquidator

Rothwell Hosiery Co, Limited—Petn for winding up, presented Oct 26, directed to be heard at Manchester on Monday, Nov 5. Alsop & Co, 14, Castle st, Liverpool. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Saturday, Nov 3

FRIENDLY SOCIETY DISSOLVED.

Loyal Victoria Benefit Society, Unicorn Inn, Newtown, Montgomery. Oct 13

London Gazette.—Tuesday, Oct. 30.

JOINT STOCK COMPANIES.

Limited in Chancery.

Earl of Dudley's Round Oak Iron and Steel Works, Limited—Petn for winding up, presented Oct 24, directed to be heard on Wednesday, Nov 7. Munns & Longden, 8, Old Jewry, agents for Watson & Co, Sheffield, solors for petners. Notice of appearing must reach Messrs. Munns & Longden not later than 6 o'clock in the afternoon of Nov 6

Eastern Counties Navigation and Transport Co, Limited—Petn for winding up, presented Oct 29, directed to be heard on Nov 7. Kennedy & Co, 1, Clement's inn, Strand. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Nov 6

Fur Transfer Co (Gomess' Patents), Limited—Creditors are required, on or before Nov 20, to send their names and addresses, and particulars of their debts or claims, to Alexander Browne, 9, Warwick ct, Gray's inn. Kennedy, 58, Chancery lane, solor for liquidator

Health Soap Co, Limited—Creditors are required, on or before November 7, to send their names and addresses, and particulars of their debts or claims, to H. D. Eshelby and Geo. Proctor, 24, North John st, Liverpool

Klerksdorp Gold Estates, Limited—Creditors are required, on or before Dec 10, to send their names and addresses, and particulars of their debts or claims, to Donald Macdonald and Arthur John May, 110, Cannon st. Francis & Johnson, solors for liquidators

London and Provincial Tin Plating Co, Limited—Petn for winding up, presented Oct 27, directed to be heard on Nov 7. Nield & Strouts, Monument Station bldgs, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Nov 6

Melton Mowbray Pie and Confectionery Co, Limited—Creditors are required, on or before Dec 12, to send their names and addresses, and particulars of their debts or claims, to Arthur Glover, 35, Hinckley rd, Leicester

Reuter's International Agency, Limited—Petn for winding up, presented Oct 23, directed to be heard on Wednesday, Nov 7. Beall & Co, Throgmorton House, Copthall avenue, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Nov 6

Tubular Lock Syndicate, Limited—Creditors are required, on or before Dec 8, to send their names and addresses, and particulars of their debts or claims, to Charles James Barrett, Union ct, Old Broad st. Heath & Co, New London st, Mark lane, solors for liquidator

Workers' Co-operative Productive Society, Limited—Petn for winding up, presented Oct 25, directed to be heard on Nov 7. J. G. Lincoln, 16, Mark lane, solor for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Nov 6

Unlimited in Chancery.

Bolton-upon-Dearne Gas Co—Creditors are required, on or before Dec 2, to send their names and addresses, and particulars of their debts or claims, to John Charles White, Bolton-upon-Dearne. Foster & Raper, Pontefract, solors for liquidator

FRIENDLY SOCIETY DISSOLVED.

City Land and Credit Society, Limited, 20, Bucklersbury, E.C. Oct 27

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Oct. 26.

RECEIVING ORDERS.

ALLAN, CHARLES, Putney, Builder Wandsworth Pet Oct 23 Ord Oct 23
ALLEN, JAMES, Dalston, Engineer High Court Pet Oct 5 Ord Oct 23
AUSTIN, HORACE POWELL, Penge, Commercial Clerk High Court Pet Oct 24 Ord Oct 24
BASSIL, FREDERICK, Strand High Court Pet Sept 6 Ord Oct 22
BEARD, GEORGE HENRY, New Swindon, Painter Swindon Pet Oct 24 Ord Oct 24
BELLAMY, HORATIO, Liverpool Liverpool Pet Oct 10 Ord Oct 22
BOLLE DE LASALLE, AUGUSTUS, St Albans, retired Colonel St Albans Pet Sept 27 Ord Oct 19
BROWN, VINCENT WILLIAM, Wimbledon, Gent Kingston, Surrey Pet Oct 23 Ord Oct 23
BROWNE, ALFRED NEVILLE, Cannon st, Printer High Court Pet Sept 22 Pet Oct 23
BUTTERICK, ARTHUR BELTON, Liverpool, Merchant Liverpool Pet Oct 24 Ord Oct 24
COLES, ALFRED HENRY, Blandford, Upholsterer Dorchester Pet Oct 22 Ord Oct 22
COLLINGWOOD, GEORGE, Forest Gate, Builder High Court Pet Oct 9 Ord Oct 23
COLLINS, JOSEPH, Leeds, Boot Repairer Leeds Pet Oct 23 Ord Oct 23
DEBENHAM, GEORGE, Gt Yeldham, Farmer Colchester Pet Oct 22 Ord Oct 22
FARNSWORTH, JOHN, Alfreton, Baker Derby Pet Oct 22 Ord Oct 22
FLOWERDAY, WILLIAM, Eastbourne, Fruiterer Eastbourne Pet Oct 21 Ord Oct 24
FRESSON, LEWIS AMABLE, Hanley Hanley Pet Oct 12 Ord Oct 24
HELAS, ALFRED JAMES, Pendlebury, Commission Agent Salford Pet Oct 23 Ord Oct 23
HIGGINS, CORNELIUS, Thurlby, Cottager Peterborough Pet Oct 23 Ord Oct 23
HILL, GEORGE DIMOND, Bishopsteignton, Farmer Exeter Pet Oct 23 Ord Oct 23
JEFFERSON, JAMES, Leeds, Mattress Maker Leeds Pet Oct 22 Ord Oct 22
JOHNSON, HENRY, Hilton, Yorks, Innkeeper Stockton on Tees Pet Oct 20 Ord Oct 20
KERSHAW, JOHN, Chiswick, East India Broker High Court Pet Oct 24 Ord Oct 24
LUCAS, DANIEL, Dewsbury, Tailor Dewsbury Pet Oct 23 Ord Oct 23
MARSHALL, THOMAS, Norwich, Boot Manufacturer Norwich Pet Oct 12 Ord Oct 24
MOSBY, LOT, Clifford, Yorks, Grocer York Pet Oct 23 Ord Oct 23
MOUNSTEPHEN, ALFRED, Truro, Confectioner Truro Pet Oct 23 Ord Oct 23
NELSON, THOMAS, Ulverston, Seed Merchant Ulverston Pet Oct 22 Ord Oct 22
PALEY, EDWIN, Rochdale, Coachbuilder Rochdale Pet Oct 22 Ord Oct 22
PHILLIPS, JOHN, Ramsey St Mary's, Farmer Peterborough Pet Oct 24 Ord Oct 24
RATHONE, THOMAS, Stretford, Boatbuilder Salford Pet Oct 22 Ord Oct 22
READ, FREDERICK WILLIAM, Penzance, Accountant Truro Pet Sept 25 Ord Oct 24
SCHNEIDER, EDWARD, Old Ford, Baker High Court Pet Oct 24 Ord Oct 24
SCOTT, THOMAS, Leicester, Bootmaker Leicester Pet Oct 23 Ord Oct 23
SLADDEN, ALFRED ERNEST, Folkestone, Greengrocer Canterbury Pet Oct 24 Ord Oct 24
SPOONER, JOSIAH BELL, Gt Grimsby, Fisherman Gt Grimsby Pet Oct 20 Ord Oct 20
SPRAKE, WILLIAM, Dorchester, Farmer Dorchester Pet Oct 24 Ord Oct 24
SUMMERFIELD, JOHN HAROLD, JAMES ROBINSON, and JOHN SINCLAIR PETRIE, Birmingham Birmingham Pet Oct 24 Ord Oct 24
SWARBRECK, JOHN WHITELEY, and EDWIN JOSEPH EVANS SWARBRECK, Barnet, Wine Merchants Barnet Pet Oct 22 Ord Oct 22
TONGE, WILLIAM, Rochdale, Coachbuilder Rochdale Pet Oct 22 Ord Oct 22
WHITEMAN, EDWARD HARRIS, Brighton, Licensed Victualler Brighton Pet Oct 23 Ord Oct 23
WOILLIARD-RIGG, FREDERICK LEOPOLD, and HARRY ERNEST SCARBOROUGH, Halifax, Electrical Engineers Halifax Pet Oct 23 Ord Oct 23
WOOD, ALFRED, Holmfirth, Yarn Spinner Huddersfield Pet Oct 22 Ord Oct 22
WOODS, WILLIAM BENNETT, Bedford, Tobacconist Bedford Pet Oct 24 Ord Oct 24
WRIGHT & COMPANY, Aylesbury, Tailors Aylesbury Pet Oct 11 Ord Oct 24

FIRST MEETINGS.

ANSTEY, FRANK, Sutton, Surrey, Clerk Nov 5 at 11.30 24, Railway app, London Bridge
ASHFIELD, JESSE, Bromsgrove, Nail Maker Nov 2 at 10.30 Off Rec, 45, Copenhagen st, Worcester
AUSTEN, WILLIAM, Loose, Kent Nov 5 at 2.30 Spencer & Hother, 66, Mount pleat, Tunbridge Wells
BASSETT, GEORGE, Upper Norwood, Grocer Nov 6 at 2 Bankruptcy bldgs, Carey st
BATES, WILLIAM, Burton on Trent, Builder Nov 2 at 2.30 Off Rec, St James's chmbrs, Derby
BIRCH, GEORGE, Leytonstone, Silk Manufacturer Nov 7 at 2.30 Bankruptcy bldgs, Carey st
BIRCH, GEORGE, Copthall bldgs Nov 5 at 2.30 Bankruptcy bldgs, Carey st
CARTER, PERCIVAL SWAYNE, Gloucester Nov 8 at 12 Off Rec, 15, King st, Gloucester
CHILD, JOSEPH, Hednesford, Contractor Nov 7 at 10.30 Off Rec, Walsall
CLARKE, GEORGE WALTER, St Mary Magdalen, Farmer Nov 14 at 10.15 W B Whall, Market square, King's Lynn
CLARK, WILLIAM JOHN, Kentish Town, Builder Nov 6 at 3 Bankruptcy bldgs, Carey st
CORNWELL, ARTHUR, Licensed Victualler Nov 5 at 12 Bankruptcy bldgs, Carey st
CRAGG, MATTHEW, Preston, Butcher Nov 16 at 2.30 Off Rec, 14, Chapel st, Preston
DAWSON, GEORGE ARTHUR, Leeds, Engine Packing Manufacturer Nov 5 at 11 Off Rec, 22, Park row, Leeds
EALEY, JOHN, Rushden, Grocer Nov 5 at 2.30 County Court bldgs, Northampton
FARNSWORTH, JOHN, Alfreton, Baker Nov 2 at 3 Off Rec, St James's chmbrs, Derby
HARRIS, JAMES PETER JAMES, Kennington, Commission Agent Nov 2 at 11 Bankruptcy bldgs, Carey st
HATTON, WILLIAM HUGH, Penarth, Tailor Nov 2 at 11 Off Rec, 29, Queen st, Cardiff
HILL, GEORGE DIAMOND, Bishopsteignton, Coal Merchant Nov 2 at 10 Off Rec, 13, Bedford circus, Exeter
HOBBS, RICHARD, Bristol, Carriage Builder Nov 7 at 12.45 Off Rec, Bank chmbrs, Corn st, Bristol
HOWELLS, JOHN, Whitland, Merchant Nov 3 at 11 Off Rec, 11, Quay st, Carmarthen
INGS, WILLIAM HENRY, Paulton, Builder Nov 7 at 12 15 Off Rec, Bank chmbrs, Corn st, Bristol
JAMES, GRIFFITH, Cardiff, Draper Nov 6 at 11 Bankruptcy bldgs, Carey st
JEFFRYS, FRANCES MAUD, Parson's Green, Milliner Nov 6 at 12 Bankruptcy bldgs, Carey st
JONES, JOSHUA, Doughty st Nov 2 at 2.30 Bankruptcy bldgs, Carey st
KING, GEORGE EDWARD, Wavendon, Farmer Nov 3 at 3 County Court bldgs, Northampton
LOWE, SARAH, Halifax, Pig Dealer Nov 5 at 11 Off Rec, Townhall chmbrs, Halifax
MARSH, WILLIAM, Runcorn, Pawnbroker Nov 7 at 2.30 Ogden's chmbrs, Bridge st, Manchester
MOORE, FRED, Tonypandy, Grocer Nov 2 at 12 Off Rec, 65, High st, Merthyr Tydfil
MOORE, SAMUEL, Walsall, Saddler Nov 7 at 11.30 Off Rec, Walsall
MORRIS, ARTHUR FREDERICK, Warwick, Coal Dealer Nov 6 at 11 Off Rec, 17, Hertford st, Coventry
MOSBY, LOT, Clifford, Grocer Nov 7 at 12.30 Off Rec, 28, Stonegate, York
MOUNSTEPHEN, ALFRED, Truro, Confectioner Nov 8 at 12.30 Off Rec, Boscawen st, Truro
PHILLIPS, THOMAS, Llandissilio, Grocer Nov 3 at 11.30 Off Rec, 11, Quay st, Carmarthen
REES, EVAN, Caerphilly, Butcher Nov 5 at 11 Off Rec, 29, Queen st, Cardiff
RICHINGS, EDWARD JOHN, Upton St Leonards, Milkseller Nov 3 at 3 Off Rec, 15, King st, Gloucester
SAVILLE, EDWIN, Bradford, Warehouseman Nov 2 at 3 Off Rec, 31, Manor row, Bradford
SPARROW, HENRY, Wickhambrook, Farmer Nov 9 at 2 Angel Hotel, Bury St Edmunds
SOUTHCOMBE, JOHN, South Tottenham, Builder Nov 3 at 11 Off Rec, 95, Temple chmbrs, Temple avenue
SPOOR, JOHN LAND, Higham, Cement Manufacturer Nov 19 at 11.30 Off Rec, Rochester
STUCHBURY, HARRY ROSE, Bishopsgate avenue, Account Book Manufacturer Nov 2 at 11 Bankruptcy bldgs, Carey st
TAPPIN, GEORGE, Clapton, Timber Merchant Nov 5 at 12 Bankruptcy bldgs, Carey st
THACKER, WILLIAM, Walsall, Harness Maker Nov 7 at 11 Off Rec, Walsall
THOMAS, ALFRED NOEL, Tottenham, Traveller Nov 2 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
TOWNSEND, ALFRED, Chelmsford, Coal Merchant Nov 2 at 12.15 Shirehall, Chelmsford
VICKERY, SARAH, Bristol, Confectioner Nov 7 at 1 Off Rec, Bank chmbrs, Corn st, Bristol
WALL, CHARLES CLIFFORD, Worcester, Baker Nov 2 at 10.45 Off Rec, 45, Copenhagen st, Worcester
WARD, WILLIAM, Bradford, Worsted Manufacturer Nov 5 at 3 Off Rec, 31, Manor row, Bradford
WILSON, GEORGE RICHARD, Leeds, Draymen Nov 5 at 12 Off Rec, 22, Park row, Leeds
WOILLIARD-RIGG, FREDERICK LEOPOLD, and HARRY ERNEST SCARBOROUGH, Halifax, Electrical Engineers Nov 5 at 11.30 Off Rec, Townhall chmbrs, Halifax
WOOD, ALFRED, Holmfirth, Yarn Spinner Nov 3 at 11 Off Rec, 6, Queen st, Huddersfield
WOOKEY, GEORGE, Bristol, Furniture Dealer Nov 7 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol

The following amended notice is substituted for that published in the London Gazette of Oct. 19:—

COLLARD, THOMAS LOUIS, Nackington, Kent, Farmer Nov 2 at 10 Fountain Hotel, Canterbury

ADJUDICATIONS.

ALLAN, CHARLES, Putney, Builder Wandsworth Pet Oct 20 Ord Oct 23
AUSTEN, WILLIAM, Loose, Kent, Licensed Victualler Tunbridge Wells Pet Sept 27 Ord Oct 23
AUSTIN, HORACE POWELL, Penge, Clerk High Court Pet Oct 24 Ord Oct 24
BAGNALL, JOSEPH, Upton Park, Brush Maker High Court Pet Sept 20 Ord Oct 20
BARKER, CHARLES FREDERICK JAMES, Hampstead, Licensed Victualler High Court Pet Sept 4 Ord Oct 20
BEARD, GEORGE HENRY, New Swindon, Painter Swindon Pet Oct 24 Ord Oct 24
BELLAMY, HORATIO, Liverpool, Licensed Victualler Liverpool Pet Oct 9 Ord Oct 22
BIRCH, GEORGE, Leytonstone, Silk Manufacturer High Court Pet Oct 4 Ord Oct 4
BROWN, ERNEST WILLIAM, Wimbledon, Draper Kingston Pet Oct 17 Ord Oct 20
CLARKE, HENRY ARTHUR, Birmingham, Confectioner Birmingham Pet Oct 2 Ord Oct 24
COLLINS, JOSEPH, Leeds, Boot Repairer Leeds Pet Oct 23 Ord Oct 23
DEBENHAM, GEORGE, Gt Yeldham, Farmer Colchester Pet Oct 20 Ord Oct 22
FARNSWORTH, JOHN, Alfreton, Baker Derby Pet Oct 22 Ord Oct 22
FEARNLEY, GEORGE, Middlestown, Yorkshire, Yarn Spinner Wakefield Pet Oct 2 Ord Oct 20
HARRIS, JAMES PETER JAMES, Kennington, Commission Agent High Court Pet Sept 19 Ord Oct 22
HELAS, ALFRED JAMES, Pendlebury, Commission Agent Salford Pet Oct 23 Ord Oct 24
HILL, GEORGE DIMOND, Bishopsteignton, Coal Merchant Exeter Pet Oct 23 Ord Oct 23
HOBBS, RICHARD, Bristol, Carriage Builder Bristol Pet Oct 17 Ord Oct 22
HOWELLS, JOHN, Whitland, Merchant Pembroke Dock Pet Sept 25 Ord Oct 24
JEFFERSON, JAMES (sen), Leeds, Mattress Maker Leeds Pet Oct 23 Ord Oct 22
JOHNSON, HENRY, Hilton, Yorks, Innkeeper Stockton on Tees Pet Oct 20 Ord Oct 20
KERSHAW, JOHN, Chiswick, East India Broker High Court Pet Oct 24 Ord Oct 24
MORTIMER, DAVID, Bradford, Butcher Bradford Pet Sept 18 Ord Oct 23
MOSBY, LOT, Clifford, Yorks, Grocer York Pet Oct 23 Ord Oct 23
MOTT, THOMAS LONDON, Handsworth, Wholesale Jeweller Birmingham Pet Sept 4 Ord Oct 24
MOUNSTEPHEN, ALFRED, Truro, Confectioner Truro Pet Oct 23 Ord Oct 23
PALEY, EDWIN, Rochdale, Coachbuilder Rochdale Pet Oct 20 Ord Oct 22
PHILLIPS, JOHN, Ramsey St Mary's, Farmer Peterborough Pet Oct 24 Ord Oct 24
SCHNEIDER, EDWARD, Old Ford, Baker High Court Pet Oct 24 Ord Oct 24
SCOTT, THOMAS, Leicester, Bootmaker Leicester Pet Oct 20 Ord Oct 23
SLADDEN, ALFRED ERNEST, Folkestone, Greengrocer Canterbury Pet Oct 23 Ord Oct 24
SOUTHCOMBE, JOHN, South Tottenham, Builder Edmonton Pet Aug 2 Ord Oct 22
SPOONER, JOSIAH BELL, Gt Grimsby, Fisherman Gt Grimsby Pet Oct 20 Ord Oct 20
SPRAKE, WILLIAM, Forston, Dorset, Farmer Dorchester Pet Oct 24 Ord Oct 24
STEMBRIDGE, SIMEON JOHN, Bournemouth, Painter Poole Pet Oct 18 Ord Oct 24
TONGE, WILLIAM, Rochdale, Coachbuilder Rochdale Pet Oct 20 Ord Oct 22
WALL, JOSEPH BARKER DANIEL, Bexhill, Builder Hastings Pet Oct 31, 1893 Ord Oct 18
WEIR, JAMES ROWATT, Bermondsey, Provision Merchant High Court Pet Sept 18 Ord Oct 20
WHITEMAN, EDWARD HARRIS, Brighton, Licensed Victualler Brighton Pet Oct 23 Ord Oct 23
WILLIAMS, JOSEPH, Caledonian rd, Butcher High Court Pet Sept 29 Ord Oct 20
WOILLIARD-RIGG, FREDERICK LEOPOLD, and HARRY ERNEST SCARBOROUGH, Halifax, Electrical Engineers Halifax Pet Oct 23 Ord Oct 23
WOODS, WILLIAM BENNETT, Bedford, Tobacconist Bedford Pet Oct 24 Ord Oct 24

ADJUDICATION ANNULLED.

PAYER, ARTHUR GEORGE, Luton, Builder's Assistant Luton Adjud July 2 Annul Oct 18

London Gazette.—TUESDAY, Oct. 30.

RECEIVING ORDERS.

ABBEY, DAVID, Goole, Shipowner Wakefield Pet Oct 26 Ord Oct 26
BAILEY, JAMES J, Newport, Iron Merchant Newport, Mon Pet Oct 16 Ord Oct 26
BARNES, THOMAS HENRY, Brecon, Painter Merthyr Tydfil Pet Oct 27 Ord Oct 27
BRAGLEY, WILLIAM, Guildford, Carpenter Guildford Pet Oct 27 Ord Oct 27
BERLYN, JOHN, Whitechapel, Butcher High Court Pet Oct 26 Ord Oct 26
BIGGAN, WILLIAM, North Shields, Draper Newcastle on Tyne Pet Oct 16 Ord Oct 26
BIGNELL, CHARLES, Brixton, Comedian High Court Pet Oct 25 Ord Oct 25
BISCHOFSWERDER, DAVID, Plymouth, Diamond Merchant Plymouth Pet Oct 27 Ord Oct 27
BRAID & Co, A, Fore st, Builders High Court Pet Oct 10 Ord Oct 26
BRIGGS, JOHN, and RICHARD FAIRCLOUGH, Leigh, Coachbuilders Bolton Pet Oct 26 Ord Oct 26
BROCKSOPP, SONS, & Co, Rood lane, Tea Dealers High Court Pet Oct 18 Ord Oct 25
CALLOW, THOMAS, Evesham, Innkeeper Worcester Pet Oct 23 Ord Oct 23
CARTWRIGHT, FREDERIC, Leicester, Bookseller Leicester Pet Oct 25 Ord Oct 25
CLARKE, JOHN HENRY, Derby, Mantle Manufacturer Derby Pet Oct 12 Ord Oct 26
DEAN, SAMUEL SAUNDERS, Hugglescote, Builder Leicester Pet Oct 27 Ord Oct 27
EMERY, JAMES LEWIS, Lower Sheringham, Builder Norwich Pet Oct 27 Ord Oct 27
GREENER, W, Journalist High Court Pet Oct 6 Ord Oct 26
GREENWOOD, ROBINSON, Maidenhead, Schoolmaster Windsor Pet Oct 26 Ord Oct 26
HAINSWORTH, JOSEPH, Leeds, Grocer Leeds Pet Oct 24 Pet Oct 24
HYDE, JAMES W, Liverpool, Licensed Victualler Liverpool Pet Aug 18 Ord Oct 26
JAMES, JOHN MORGAN, Aberdare, Tailor Pontypridd Pet Oct 25 Ord Oct 25
JAMES, THOMAS, Waltham Cross, Builder Edmonton Pet Sept 20 Ord Oct 22
LANE, PAUL, Newport, Shipbroker's Manager Newport, Mon Pet Oct 25 Ord Oct 25
NEEDHAM, SAMUEL, Oldham, Beerseller Oldham Pet Oct 26 Ord Oct 26
PEPPER, HENRY, Canterbury, General Dealer Canterbury Pet Oct 26 Ord Oct 26

SHARPE, JAMES, Long Whatton, Farmer Leicester Pet Oct 27 Ord Oct 27
SHAW, ALFRED GEORGE, Wigston Magna, Market Gardener Leicester Pet Oct 25 Ord Oct 25
SMITH, ERNEST ALFRED, Castle Morton, Grocer Worcester Pet Oct 26 Ord Oct 26
STEWARD, RICHARD JAMES, Cardiff, Tailor Cardiff Pet Oct 12 Ord Oct 25
THIRSK, WILLIAM, and JOHN MCDONALD, Kingston upon Hull, Engineers' Factors Kingston upon Hull Pet Oct 8 Ord Oct 22
THOMAS, WILLIAM KNIGHT, Newport, Grocer Tredegar Pet Oct 16 Ord Oct 27
TYTHERLEIGH, JOHN, Weston super Mare, Tailor Bridgwater Pet Oct 25 Ord Oct 25
UFFINDELL, GRANGER, Isle of Ely, Farmer Cambridge Pet Oct 27 Ord Oct 27
WADE, THOMAS, Clacton on Sea, Bank Manager Colchester Pet Oct 26 Ord Oct 26
WALKER, HAROLD WILSON, Burgess Hill, Coal Merchant Brighton Pet Sept 10 Ord Oct 17
WILSON, JOHN KNIGHT, Haverstock Hill, Gent High Court Pet Sept 4 Ord Oct 25
WOOD, GEORGE A. Chelsea, Artist High Court Pet Sept 17 Ord Oct 25

The following amended notice is substituted for that published in the London Gazette of the 14th Sept:
TURNER, JOHN THOMAS, Oldham, Accountant Oldham Pet Sept 7 Ord Sept 10

FIRST MEETINGS.

ARMITAGE, CHARLES S, Buxton Nov 6 at 11.30 Off Rec, County chmbrs, Market pl, Stockport
BARRETT, JOHN, Bolton, Lamp Wick Manufacturer Nov 7 at 3 16, Wood st, Bolton
BOX, THOMAS, Old Hill, Staffs, Builder Nov 6 at 10 Off Rec, Dudley
BRIGGS, JOHN, and RICHARD FAIRCLOUGH, Leigh, Coachbuilders Nov 9 at 11.15 16, Wood st, Bolton
BURGESS, JOSEPH, and THOMAS CHERRINGTON, Luton, Grocers Nov 7 at 11.30 Red Lion Hotel, Luton
BUTCHER, JOHN, Pontnewydd, Collier Nov 8 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon
CARTER, RICHARD, Luton, Builder Nov 7 at 11 Red Lion Hotel, Luton
CARTWRIGHT, FREDERIC, Leicester, Bookseller Nov 7 at 3 Off Rec, 1, Berridge st, Leicester
COX, FREDERICK JOHN, Camden Town, Engineer Nov 6 at 1 Bankruptcy bldgs, Carey st
DYER, SAMUEL, Euston rd, Builder Nov 7 at 11 Bankruptcy bldgs, Carey st
HALL, HENRY GARBETT, Stourport, Carriage Builder Nov 6 at 2 H G Ivens, Solicitor, Kidderminster
HALL, WILLIAM, Sheffield, Beerhouse Keeper Nov 6 at 3.30 Off Rec, Fig-tree lane, Sheffield
HARRIS, HYMAN, Edmonton, Cemetery Keeper Nov 6 at 12 Off Rec, 95, Temple chmbrs, Temple avenue
HARRIS, JOHN RICHARD, Chipping Camden, Beerhouse Keeper Nov 6 at 2.30 H G Ivens, Solicitor, Kidderminster
HIGGINS, CORNELIUS, Thurlby, Cottager Nov 16 at 12 Law Courts, New rd, Peterborough
HOLMES, SAMUEL FREDERICK, Nottingham, Provision Dealer Nov 6 at 12 Off Rec, St Peter's Church walk, Nottingham
INGS, W G, & Co, Brixton, Builders Nov 7 at 12 Bankruptcy bldgs, Carey st
JEFFERSON, JAMES, Leeds, Mattress Maker Nov 7 at 11 Off Rec, 22, Park row, Leeds
LABBE, PAUL, Newport, Shipbroker's Manager Nov 8 at 11 Off Rec, Gloucester Bank chmbrs, Newport, Mon
LEWIS, JOHN, Clodock, Farmer Nov 6 at 12 Off Rec, 65, High st, Merthyr Tydfil
MILLAR, ROBERT MAY, Upper Norwood, Doctor Nov 8 at 11.30 24, Railway app, London Bridge
MORGAN, WILLIAM RICHARD, Cardigan, Hotel Keeper Nov 12 at 2 Off Rec, 11, Quay st, Carmarthen
MORRIS, ANNA, Brecon, Glass Dealer Nov 6 at 3 Off Rec, 65, High st, Merthyr Tydfil
OCKFORD, SAMUEL, Stroud, Corn Merchant Nov 13 at 11 Off Rec, 15, King st, Gloucester
OPENSHAW, JOHN STANLEY, Withington, Clerk Nov 6 at 12.30 Off Rec, County chmbrs, Market pl, Stockport
PARGETER, RICHARD JAMES DOYLE, Leicester sq, Upholsterer Nov 8 at 12 Bankruptcy bldgs, Carey st
PHILIPS, JOHN, Ramsey St Mary's, Farmer Nov 16 at 12 Law Courts, New rd, Peterborough
PULLIN, BENJAMIN, Lewisham Park, Insurance Broker Nov 6 at 11.30 24, Railway approach, London Bridge
PURKIS, WILLIAM, Tipton, Hairdresser Nov 6 at 10.30 Off Rec, Dudley
REED, NELSON, Brockley Nov 8 at 11 Bankruptcy bldgs, Carey st
SCOTT, JAMES CHARLES, Copthall chmbrs Nov 8 at 12 Bankruptcy bldgs, Carey st
SCOTT, THOMAS, Leicester, Bootmaker Nov 6 at 12.30 Off Rec, 1, Berridge st, Leicester
SMEDLEY, G B, Harrow rd, Licensed Victualler Nov 12 at 11 Bankruptcy bldgs, Carey st
SPOONER, JOSIAH BELL, Gt Grimsby, Fisherman Nov 7 at 10.30 Off Rec, 15, Osborne st, Gt Grimsby
STEMBRIDGE, SIMEON JOHN, Bournemouth, Painter Nov 6 at 12.30 Off Rec, Salisbury
STILLMAN, JAMES, Southend, Cabdriver Nov 6 at 12.15 Institute, Clarence rd, Southend
THIRSK, WILLIAM, and JOHN MCDONALD, Kingston upon Hull, Engineers' Factors Nov 8 at 11 Off Rec, Trinity House lane, Hull
UNDERWOOD & TOLKIEN, Fore st, Hosiers Nov 12 at 12 Bankruptcy bldgs, Carey st
WALKER, WILLIAM, Old Malton, Coal Leader Nov 7 at 11.30 Off Rec, 74, Newborough st, Scarborough
WALL, JOHN, Rotherham, Watchmaker Nov 6 at 3 Off Rec, Figtree lane, Sheffield
WARNER, GEORGE WILLIAM, Norwich, Furniture Dealer Nov 7 at 3 Off Rec, 8, King st, Norwich
WHITEHEAD, LOUIS, Kingston upon Hull, Grocer Nov 7 at 11 Off Rec, Trinity House lane, Hull
WHITESIDE, JOHN, Poulton le Fylde, Licensed Victualler Nov 16 at 3.30 Off Rec, 14, Chapel st, Preston

The following amended notice is substituted for that published in the London Gazette of Oct. 26:—
STUTCHBURY, HARRY ROME, Bishopsgate avenue, Account Book Manufacturer Nov 2 at 11 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ABBEY, DAVID, Goole, Shipowner Wakefield Pet Oct 26 Ord Oct 26
BARNES, THOMAS HENRY, Brecon, Painter Merthyr Tydfil Pet Oct 27 Ord Oct 27
BASSETT, GEORGE, Upper Norwood, Grocer High Court Pet Oct 17 Ord Oct 25
BAXLEY, JOHN, Leominster, Veterinary Surgeon Leominster Pet Aug 18 Ord Oct 25
BERLYN, JOHN, Whitechapel, Butcher High Court Pet Oct 26 Ord Oct 26
BIGNELL, CHARLES, Brixton, Comedian High Court Pet Oct 25 Ord Oct 25
BRIGGS, JOHN, and RICHARD FAIRCLOUGH, Leigh, Coachbuilders Bolton Pet Oct 26 Ord Oct 26
BROWN, VINCENT WILLIAM, Wimbledon, Gentleman Kingston, Surrey Pet Oct 23 Ord Oct 27
CALLOW, THOMAS, Evesham, Innkeeper Worcester Pet Oct 23 Ord Oct 23
CARTWRIGHT, FREDERIC, Leicester, Bookseller Leicester Pet Oct 25 Ord Oct 25
CLARK, THOMAS, Lambeth, Clothier's Manager High Court Pet Sept 8 Ord Oct 25
CLARK, WILLIAM JOHN, Kentish Town, Builder High Court Pet Oct 2 Ord Oct 25
DEAN, JOHN, Beckenham, Coachbuilder Croydon Pet Sept 14 Ord Oct 24
DENNIS, ARTHUR WILLIAM RAWEL, West Hampstead, Insurance Agent High Court Pet July 13 Ord Oct 26
DENNIS, WALTER JAMES RAWEL, West Hampstead, Clerk High Court Pet July 13 Ord Oct 26
EMERY, JAMES LEWIS, Lower Sherringham, Builder Norwich Pet Oct 26 Ord Oct 27
FAULKNER, WILLIAM, Birmingham, Stationer Birmingham Pet Sept 21 Ord Oct 25
GAGE, PETER, Bristol, Public house Broker Bristol Pet Sept 25 Ord Oct 26
GIDMAN, WILLIAM, Burton Lazars, Bricklayer Leicester Pet Oct 3 Ord Oct 25
GREENWOOD, ROBINSON, Maidenhead, Schoolmaster Windsor Pet Oct 26 Ord Oct 26
HAINSWORTH, JOSEPH, Leeds, Grocer Leeds Pet Oct 24 Ord Oct 24
HIGGINS, CORNELIUS, Thurlby, Cottager Peterborough Pet Oct 20 Ord Oct 27
HOWSE, HENRY CHARLES, London Bridge, Provision Agent High Court Pet Oct 5 Ord Oct 25
ISAAC, CHARLES JOHN, Loughborough, Provision Merchant Leicester Pet Oct 6 Ord Oct 26
JAMES, JOHN MORGAN, Aberdare, Tailor Pontypridd Pet Oct 24 Ord Oct 25
KIRKBY, ALFRED FRANCIS PHILIP, Watford, Clerk High Court Pet Oct 2 Ord Oct 26
MARSHALL, THOMAS, Norwich, Boot Manufacturer Norwich Pet Oct 12 Ord Oct 26
MONTAGNON, LOUIS WILLIAM, Cheltenham, Tutor Cheltenham Pet Sept 26 Ord Oct 27
NEEDHAM, SAMUEL, Oldham, Beerseller Oldham Pet Oct 26 Ord Oct 26
PARGETER, RICHARD JAMES DOYLE, Leicester sq, Upholsterer High Court Pet Sept 19 Ord Oct 25
PEPPER, HENRY, Canterbury, General Dealer Canterbury Pet Oct 26 Ord Oct 26
READ, FREDERICK WILLIAM, Penzance, Accountant Truro Pet Sept 24 Ord Oct 27
REED, NELSON, Brockley, Commission Agent High Court Pet Oct 19 Ord Oct 25
SCOTT, JAMES CHARLES, Copthall chmbrs High Court Pet Oct 1 Ord Oct 25
SHAW, ALFRED GEORGE, Wigston Magna, Market Gardener Leicester Pet Oct 25 Ord Oct 25
SMITH, ERNEST ALFRED, Castle Morton, Grocer Worcester Pet Oct 26 Ord Oct 26
TAPP, WILLIAM EDGAR, Croydon, Clerk Croydon Pet Oct 2 Ord Oct 25
TAPPIN, GEORGE, Clapton Park, Timber Merchant High Court Pet Oct 19 Ord Oct 26
THIRSK, WILLIAM, and JOHN MCDONALD, Kingston upon Hull, Engineers' Factors Kingston upon Hull Pet Oct 8 Ord Oct 25
UFFINDELL, GRANGER, Isle of Ely, Farmer Cambridge Pet Oct 27 Ord Oct 27
WADE, THOMAS, Clacton on Sea, Bank Manager Colchester Pet Oct 26 Ord Oct 26
WOOD, ALFRED, Holmfirth, Yarnspinner Huddersfield Pet Oct 22 Ord Oct 22

SALES OF ENSUING WEEK.

Nov. 7.—Messrs. DENNANT & Co., at the Dover Castle, Deptford, at 7 o'clock, Leasehold Property (see Advertisement, this week, p. 19).
Nov. 7.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Freehold Building Property (see Advertisement, Oct. 20, p. 4).
Nov. 8.—Messrs. C. C. & T. MOORE, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Properties (see Advertisement, this week, p. 18).

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Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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